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7

8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re  
11 NORTHERN HOLDING, LLC,  
12 Debtor.  
13  
14  
15  
16  
17

Case No. 8:20-bk-13014-ES

Chapter 7 (converted)

NOTICE AND APPLICATION FOR  
ISSUANCE OF AN ORDER TO SHOW  
CAUSE RE: CIVIL CONTEMPT FOR  
WILLFUL VIOLATION OF AUTOMATIC  
STAY AND THE COURT’S FARM  
OPERATOR ORDER; MEMORANDUM  
OF POINTS AND AUTHORITIES;  
DECLARATIONS OF RICHARD A.  
MARSHACK, TINHO MANG, AND LORI  
ENSLEY; REQUEST FOR JUDICIAL  
NOTICE

[HEARING NOT REQUIRED –  
LBR 9020-1(D)]

18  
19  
20 TO THE HONORABLE ERITHE A. SMITH, UNITED STATES BANKRUPTCY JUDGE, THE  
21 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

22 PLEASE TAKE NOTICE that Richard A. Marshack, the duly-appointed and acting chapter 7  
23 trustee (“Trustee”) of the bankruptcy estate (“Estate”) of Northern Holding, LLC (“Debtor”)  
24 respectfully submits this application for issuance of an order to show cause re: civil contempt  
25 pursuant to Local Bankruptcy Rule 9020-1. The alleged contemnor is LeRoy E. Coddling IV  
26 (“Coddling”), in his individual capacity and as the manager of any other entity including Rabbit  
27 Ridge Wine Sales, Inc. (“RR”) unlawfully receiving money constituting cash collateral and property  
28 of the Estate. On September 7, 2021, as Dk. No. 211, the Court entered a Farm Operator Order

1 authorizing Trustee to conduct a limited scope farming operation to cultivate and harvest wine grape  
2 crops growing on Estate properties through an authorized farm operator, Coddington, in his individual  
3 capacity. The order provided that all proceeds of crops sold would be “paid directly to the Estate”  
4 and Coddington agreed to cancel all existing grape purchase agreements and direct the funds to be paid  
5 to Trustee. Rather than obey the Court’s order, Coddington engaged in a pattern of deceiving Trustee  
6 and concealing at least a half-dozen known contracts, and – only after a confused customer contacted  
7 Trustee to ask why Coddington was demanding payment be made to him – ultimately admitted to  
8 receiving no less than \$140,000 in diverted grape proceeds. Based on Coddington’s conversion of  
9 Estate property, he violated a specific and definite order of the Court and violated the automatic stay  
10 of 11 U.S.C. § 362 (which also forms the basis for a finding of contempt). As such, Coddington is not  
11 entitled to any claim whatsoever against the Estate pursuant to 11 U.S.C. § 502(d). Coddington must be  
12 required to appear before the Court and show cause why he, intentionally and with full knowledge of  
13 the existence of the automatic stay and the Farm Operator Order, chose to ignore the orders and  
14 convert money for his own personal benefit. Coddington must also be ordered to account for all Estate  
15 property and proceeds to ensure that no further conversion has occurred.

16 NOTICE IS FURTHER GIVEN that any opposition to the issuance of the requested order to  
17 show cause and other requested relief must be filed within seven days after service of the motion for  
18 order to show cause. LBR 9020-1(b). Failure to timely file a response may be treated by the Court as  
19 consent to the issuance of the order to show cause. *See* LBR 9020-1(d)(1). Additionally, the Court  
20 may enter an order to show cause at any time under its inherent sanctions authority and in its broad  
21 discretion, notwithstanding the opposition period for a motion for order to show cause contained in  
22 the Local Rules.

23 NOTICE IS FURTHER GIVEN that the Motion requests the issuance of an order to show  
24 cause which shall be lodged concurrently with the Motion.

25 NOTICE IS FURTHER GIVEN that the Application requests the issuance of appropriate  
26 sanctions against any party found in contempt including, but not limited to: Imposition of  
27 compensatory damages incurred by the Estate, including the actual unlawful receipt of proceeds  
28 constituting property of the Estate, attorneys’ fees and costs incurred by Trustee in connection with

1 addressing Coddington's contumacious conduct, disallowance of any claim for reimbursement by  
2 Coddington against the Estate for services rendered or costs incurred, and requests for entry of further  
3 orders regarding Coddington's breaches of the Court's existing orders. Since his theft was discovered,  
4 Trustee sought to amicably negotiate with Coddington to provide an accounting and turnover of the  
5 money and to determine whether Coddington was in fact entitled to any reimbursements. Rather than  
6 cooperate, Coddington has now threatened to sue, discredit, and report Trustee to state, local, and  
7 federal authorities. No action may be taken against Trustee for his administration of the Estate  
8 except through leave of the Court pursuant to the *Barton* doctrine.

9  
10 Dated: April 1, 2022

MARSHACK HAYS LLP

11  
12 By: /s/ D. Edward Hays

D. EDWARD HAYS

TINHO MANG

Attorneys for Chapter 7 Trustee,

RICHARD A. MARSHACK

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**Memorandum of Points and Authorities**

**1. Summary of Argument**

A bankruptcy court has inherent and civil contempt powers to enforce compliance with its orders. In this case, Trustee was appointed upon conversion of a Chapter 11 case in the middle of the growing season for hundreds of acres of vineyard crops in Paso Robles, California. Left with no other viable options, and the refusal of the secured creditor Farm Credit West, FCLA (“FCW”) to fund any farming operations to preserve the value of the crops, Trustee negotiated an agreement with Codding, individually, for Codding to serve as the temporary farm operator and to advance all direct farming expenses. Codding was the pre-conversion managing member of Debtor and was intimately familiar with the farming operations.

Unfortunately, Codding abused his position of trust and confidence, and directly violated the Court’s order directing all proceeds of crop to be deposited with Trustee. Codding intentionally concealed his diversion of funds and has thus far refused to provide a complete accounting to Trustee. Trustee must preserve and enforce the Estate’s rights to the diverted funds of approximately \$140,000 or more and respectfully requests issuance of an order to show cause. Under the Farm Operator Order, Trustee had the right to reimburse Codding for his actual services and expenditures. But, despite Trustee’s requests, Codding has not yet provided sufficient information to determine at this time the amount of his alleged administrative claim. Pursuant to a written agreement signed by Codding after the unauthorized diversion was discovered by Trustee, Codding claimed up to \$232,000 in advanced expenses as reimbursements. In the event Codding is allowed any administrative claim, Trustee retains the right to offset or reduce such claim by the funds already taken by Codding.

The Court’s order approving limited operations under 11 U.S.C. § 721 and a farm operator agreement between Trustee and Codding individually, entered on September 7, 2021, as Docket No. 211 (defined below as “Operate Order”) specifically contained the following language:

- Trustee is authorized to operate the Debtor’s business through Leroy Codding for the limited purpose of completing the Fall 2021 harvest pursuant to 11 U.S.C. § 721 to the

1 extent necessary to complete the fall 2021 harvest, with such authorization to terminate at  
2 the earliest of: (a) completion of the fall 2021 harvest; or (b) October 31, 2021;

- 3 • Trustee is authorized to cancel all currently existing grape sales agreements and to  
4 renegotiate all such agreements, including entering into and executing any reasonably  
5 prudent subsequent grape sales agreements without further order of the Court;
- 6 • The proceeds of all sales of agricultural products (“Crop”) grown on: (1) 2380 Live Oak  
7 Road, Paso Robles, CA; (2) 1172 San Marcos Road, Paso Robles, CA; and (3) APN 027-  
8 145-022 (collectively, the “Properties”) shall be paid directly to the Estate and the  
9 Trustee is authorized to receive and hold all gross proceeds of the sale of any Crop...

10 Codding breached the farm operator agreement,<sup>1</sup> and violated the Operate Order and the  
11 automatic stay of 11 U.S.C. § 362 by, among other things:

- 12 • Entering into contracts to sell grapes where the listed seller to the contract was an entity  
13 other than the Trustee, such as Rabbit Ridge Wine Sales, Inc. (a company owned by  
14 Codding) and failing to disclose both the contract and the receipt of the proceeds, which  
15 he kept and placed into his or his entities’ bank accounts
- 16 • Failing to disclose all existing grape purchase agreements to Trustee, and failing to cancel  
17 all existing grape purchase agreements (Agreement, ¶ 6) and present for review to  
18 Trustee such that Trustee could negotiate the terms of such agreements
- 19 • Failing to provide proof of workers compensation insurance and compliance with tax  
20 withholding obligations (Agreement, ¶ 8)
- 21 • Failing to provide Trustee with a weekly list of expenses (Agreement, ¶ 10)
- 22 • Failing to provide Trustee with documentation sufficient to substantiate his demands for  
23 reimbursement of expenses during the period of authorized operations (Agreement, ¶ 10)
- 24 • Exceeding the access authorization paragraphs by processing and bottling wine on Estate  
25 property and using winemaking equipment and, upon information and belief, selling wine  
26 inventory. (Agreement pg. 2 – “Access” paragraphs)

27  
28 <sup>1</sup> As discussed below, attached to the Request for Judicial Notice as Exhibit “3” and the approved, executed  
agreement can be found on internal Exhibit 1, starting on page 19 of 70.

- 1 • Diverting and concealing as many as 80 tons (160,000 pounds) or more of grape crop  
2 which were delivered to third-party purchasers without the knowledge and consent of  
3 Trustee. (11 U.S.C. § 362(a)(3)). To be clear, Coddington took grapes constituting Estate  
4 property, sold such Estate property, pocketed the proceeds, and did not disclose any of  
5 the above to the Trustee. Trustee only learned of this conversion several months later  
6 when a third-party purchaser contacted Trustee directly
- 7 • Receiving and retaining payments from third-party purchasers of at least \$140,000  
8 derived from the sale of the Estate's Crops without disclosing such payments to Trustee  
9 and without any intent of remitting such funds to the Estate consistent with the Court's  
10 order. (Operate Order, ¶ 5; 11 U.S.C. § 362(a)(3))
- 11 • Without the knowledge and consent of Trustee, personally negotiating grape purchase  
12 agreements with third-party purchasers and seeking to collect such monies for the benefit  
13 of himself or his related entities to the detriment of the Estate. (Operate Order, ¶ 5; 11  
14 U.S.C. § 362(a)(3))

15 Coddington's actions severely damaged the Estate and he abused his position of trust with the Court and  
16 Trustee. To date, it remains unknown whether Coddington diverted or concealed any more grape sales  
17 than have been discovered to date because he continually disclosed that the crop was worth in excess  
18 of \$700,000 but Trustee has only received gross proceeds of around \$240,000 with no expectation of  
19 any further payments from known third-party purchasers. Between the funds received by Trustee and  
20 the funds Coddington admitted to receiving, there remains a discrepancy of \$300,000 or more which  
21 has never been sufficiently explained to Trustee. Because Coddington has refused to provide Trustee  
22 with information sufficient for him to make any distributions from the cash collateral grape  
23 proceeds, Trustee has no choice but to seek an order compelling Coddington to appear and show cause  
24 why he has violated the Court's order and Section 362(a)(3).

25 Furthermore, because Coddington has threatened to assert an administrative priority claim or file  
26 lawsuits against Trustee for the alleged non-payment of demanded reimbursements, Trustee seeks a  
27 determination that Section 502(d) of the Bankruptcy Code automatically disallows any potential  
28 claim for reimbursement by Coddington unless and until he returns all misappropriated funds to the

1 Estate and fully accounts for the disposition of all estate property. Finally, Trustee seeks entry of a  
2 further court order prohibiting him from taking any further actions to damage the Estate, exercise  
3 control over estate property, or file litigation in non-bankruptcy forums.

## 4 **2. Factual Background**

### 5 **A. Pre-Petition**

6 Erich Russell was the former owner and operator of Rabbit Ridge Winery (“Rabbit Ridge”),  
7 which was as of October 2020 located at 1172 San Marcos Road, Paso Robles, CA (“San Marcos  
8 Property”). To finance his business operations, Mr. Russell borrowed substantial sums of money  
9 from Farm Credit West, FLCA (previously defined as “FCW”), and these loans were secured by  
10 certain assets including substantially all assets of Rabbit Ridge and three real properties.<sup>2</sup>

11 Mr. Russell defaulted on the loan obligations and, to stave off foreclosure, filed an individual  
12 Chapter 11 case, initiating bankruptcy case number 9:20-bk-10035-DS (“Individual Case”). On June  
13 19, 2020, the Individual Case was dismissed for cause.

14 A subsequent foreclosure sale for the Properties was scheduled by FCW for October 29,  
15 2020. Prior to the foreclosure date, Mr. Russell and FCW continued to discuss a possible forbearance  
16 and an extension of the foreclosure date.

17 On or about October 28, 2020, Mr. Russell signed quitclaim deeds transferring the Properties  
18 to Debtor. These quitclaim deeds were recorded on the same date. Additionally, ownership and  
19 control of Rabbit Ridge passed to LeRoy Coddling (previously defined as “Coddling”). The  
20 bankruptcy petition was filed the same day.

### 21 **B. The Bankruptcy Case**

22 On October 28, 2020 (“Petition Date”), Northern Holding, LLC, a Minnesota limited liability  
23 company (previously defined as “Debtor”) filed a voluntary petition under Chapter 11 of Title 11 of  
24

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25  
26 <sup>2</sup> These three real properties are: (1) the San Marcos Property; (2) 2380 Live Oak Road, Paso Robles, CA  
27 (“Live Oak Property”), and (3) real property identified as APN 027-145-022 in Paso Robles, CA (“Texas  
28 Road Property”). The Live Oak Property, San Marcos Property and Texas Road Property are collectively  
referred to as “Properties.” The Live Oak Property included approximately 170 acres of vineyards and a  
manor-style residence. The San Marcos Property includes approximately 150 acres of vineyards and a 45,000  
square foot winery facility. The Texas Road Property consists of approximately 150 acres of vineyards and is  
adjoining to the San Marcos Property.

1 the United States Code. Debtor's managing member was Coddington. A true and correct copy of the  
2 bankruptcy petition is attached to the Request for Judicial Notice ("RJN") as Exhibit "1."

3 On October 29, 2020, as Dk. No. 5, FCW filed a notice of continuation of perfection of  
4 security interest and demand to sequester cash collateral. No motion or stipulation for the use of cash  
5 collateral was ever filed by Debtor. Trustee is informed by FCW that no consent to use cash  
6 collateral was even given to Debtor by FCW.

7 On November 6, 2020, as Dk. No. 11, FCW filed a motion for relief from the automatic stay  
8 regarding the Properties.

9 On March 18, 2021, a proof of claim was filed on behalf of the County of San Luis Obispo  
10 related to unpaid property taxes. The majority of the claim in excess of \$3 million relates to the San  
11 Marcos Property.

12 On June 15, 2021, the case was converted to Chapter 7. Richard A. Marshack was appointed  
13 as the Chapter 7 trustee.

14 On July 28, 2021, as Dk. No. 159, Trustee filed a notice of assets. The Court set a claims bar  
15 date of November 1, 2021 ("Bar Date"). By the Bar Date, only eight proofs of claim had been filed,  
16 and only one proof of claim was filed as a partial general unsecured claim – the claim by the  
17 Franchise Tax Board in the amount of \$10,297.92 (priority claim: \$3,529.47). All other claims were  
18 filed as secured claims.

19 On August 9, 2021, as Dk. No. 184, Trustee filed a stipulation signed by Coddington in his  
20 capacity as "Chief Executive Officer of RABBIT RIDGE WINE SALES, INC." regarding turnover  
21 of the Properties and the cancellation of day-of-petition lease agreements entered into between  
22 Debtor and Rabbit Ridge ("Turnover Stipulation"). A true and correct copy of the Turnover  
23 Stipulation is attached to the RJN as Exhibit "2."

24 On August 23, 2021, as Dk. No. 196, the Court entered an order approving the Turnover  
25 Stipulation ("Turnover Order"). A true and correct copy of the Turnover Order is attached to the  
26 RJN as Exhibit "3."

27 Among other things, the Turnover Order provided that: "Rabbit Ridge shall vacate and turn  
28 over possession of the [San Marcos] Property and all keys, gate openers, and all other methods of



1 access to the Property to the Trustee on or before midnight on July 31, 2021.” *See* Turnover Order  
2 [Dk. 196] at 2, ¶ 2. Additionally, the Turnover Order provided that “Rabbit Ridge shall not remove,  
3 destroy, disturb, or tamper with any of the following: furniture, fixtures including trade fixtures,  
4 inventory, agricultural assets such as crops, vines, seeds, and raw and unfinished products, wine  
5 barrels and casks, machinery and equipment (including but not limited to bottling and processing  
6 equipment), materials, and ingredients of any kind.” *Id.* at ¶ 6.<sup>3</sup>

7 On December 20, 2021, as Dk. No. 264, Trustee filed a motion to approve settlement and  
8 partial subordination agreement with FCW, where FCW consented to certain terms for the sale of the  
9 Properties and to resolve issues under 11 U.S.C. § 506(c) regarding preservation of its collateral  
10 (“Compromise Motion”).

11 On January 14, 2022, as Dk. No. 276, the Court entered an order granting the Compromise  
12 Motion.

13 On January 19, 2022, as Dk. No. 278, Trustee filed a motion seeking authorization to sell the  
14 Live Oak Property to Riboli Paso Robles, LLC, for the initial bid price of \$9,100,000 (“Live Oak  
15 Sale Motion”).

16 On March 4, 2022, as Dk. No. 292, the Court entered an order granting the Live Oak Sale  
17 Motion.

18 The Court-approved sale of the Live Oak Property closed on March 15, 2022.

### 19 **C. Farm Operator Agreement & Drilling Motion**

20 Upon Trustee’s appointment, he was presented with a growing problem. Specifically, on the  
21 hundreds of acres of Debtor’s farmland, thousands of grape vines were growing without any consent  
22 to use cash collateral, no debtor-in-possession financing, and no institutional knowledge at the  
23 Trustee’s office regarding how to cultivate, maintain, harvest, and sell agricultural goods, especially  
24

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25  
26 <sup>3</sup> On December 15, 2021, a demand letter was sent on behalf of Rabbit Ridge claiming that it “was, and has  
27 been for quite some time, lawfully in possession of the [San Marcos Property]” and falsely claiming that  
28 FCW locked Rabbit Ridge out of the San Marcos Property. A true and correct copy of the December 15, 2021  
demand letter is attached to the Mang Declaration as Exhibit “10.” After receipt of the letter, Trustee’s  
counsel contacted Mr. Lambirth, the attorney sending the letter, and informed Mr. Lambirth that FCW was  
not in control of the property, but the Trustee, enforcing the Turnover Order. Mr. Lambirth appears to have  
immediately withdrawn as counsel for Rabbit Ridge as a result.

1 within the Paso Robles area. Without any interest from FCW to fund any collateral preservation  
2 efforts, Trustee negotiated a farm operator agreement (“Farm Operator Agreement”) with Coddling  
3 where Coddling agreed to advance all cultivation costs in exchange for reimbursement and  
4 compensation upon a successful harvest. The Farm Operator Agreement was negotiated by Trustee  
5 based, in large part, on repeated representations from Coddling that he was solvent, could fund  
6 operations, and was willing to work and comply with the terms stated in the Farm Operator  
7 Agreement. Trustee would later come to learn that these representations were false and Coddling  
8 probably never had any intent to abide by the terms of the Farm Operator Agreement.

9 On August 9, 2021, as Dk. No. 186, Trustee filed a motion to approve the Farm Operator  
10 Agreement and to authorize operations at the Properties for the limited purpose and scope of  
11 completing the Fall 2021 harvest with the assistance of a farm operator (“Operate Motion”). The  
12 Operate Motion acknowledged that FCW had a blanket lien on all collateral and proceeds of crop.  
13 See Operate Motion [Dk. 186] at 10-11. Because the proceeds of crop constituted FCW’s cash  
14 collateral, as discussed in the Operate Motion, it was imperative that all proceeds be deposited  
15 directly with Trustee and any expense reimbursements be subject to the oversight of the Court.

16 In connection with the filing of the Operate Motion, Trustee negotiated a stipulation with  
17 FCW where FCW consented to the expenditure and use of its cash collateral in order to reimburse  
18 operating expenses, which terms were read into the record at the hearing on the Operate Motion and  
19 incorporated into the order approving the Operate Motion.

20 On September 7, 2021, as Dk. No. 211, the Court entered an order approving the Operate  
21 Motion (“Operate Order”). The Operate Order included, *inter alia*, the following directives:

- 22 • Trustee is authorized to cancel all currently existing grape sales agreements and to  
23 renegotiate all such agreements, including entering into and executing any reasonably  
24 prudent subsequent grape sales agreements without further order of the Court;
- 25 • The proceeds of all sales of agricultural products (“Crop”) grown on: (1) 2380 Live Oak  
26 Road, Paso Robles, CA; (2) 1172 San Marcos Road, Paso Robles, CA; and (3) APN 027-  
27 145-022... shall be paid directly to the Estate and the Trustee is authorized to receive and  
28 hold all gross proceeds of the sale of any Crop from the Properties to be disbursed...

1 Operate Order, ¶¶ 4-5. A copy of the Operate Order was provided to Coddington and he was directed to  
2 cancel all existing grape contracts and rewrite them in favor of payment to the Estate, as required by  
3 the Operate Order. As discussed below, Trustee later discovered that Coddington knowingly and  
4 intentionally disobeyed the Operate Order and diverted Estate funds to his own entities until he was  
5 caught red-handed.

6 **D. Trustee's Discovery and Investigation of Coddington's Contempt.**

7 Initially, after entry of the Operate Order, Coddington failed to provide the Trustee with any  
8 information on outstanding grape purchase contracts. On October 5, 2021, Trustee sent an e-mail to  
9 Coddington memorializing a conversation between himself and Coddington where Coddington admitted to  
10 shipping out grapes without Trustee's authorization and without a signed contract by Trustee for sale  
11 of those grapes. A true and correct copy of the email dated October 5, 2021, is attached to the  
12 Declaration of Richard A. Marshack ("Marshack Declaration") as Exhibit "6."

13 Following the transmission of the October 5, 2021, email from Trustee to Coddington, Trustee  
14 received five grape purchase contracts from Coddington. All five of these purchase contracts failed to  
15 disclose Trustee as the seller of the grapes and the correct payee. Coddington represented to Trustee that  
16 these five contracts were all of the contracts for the purchase of grapes from Estate properties. A true  
17 and correct copy of an e-mail dated November 15, 2021, from Coddington to Trustee's counsel stating  
18 that there were only five grape purchase contracts<sup>4</sup> is attached to the Declaration of Tinho Mang  
19 ("Mang Declaration") as Exhibit "7." This representation was, once again, false.

20 On or about December 8, 2021, Trustee was contacted by Don Brady, an employee of  
21 O'Neill Vineyards and a personal small-time wine producer, regarding his confusion with the correct  
22 party to pay for the ten tons of grapes that he purchased. Mr. Brady informed the Trustee that he was  
23 being told by Coddington and Coddington's CFO Steven Jones that payment should be made to Humanity  
24 Wine Company, LLC<sup>5</sup> in the amount of \$17,000 for the grapes purchased by Mr. Brady. Mr. Brady  
25

26 <sup>4</sup> These contracts contain handwritten interlineations from Trustee which were inserted with full knowledge  
27 by Coddington such that there is no reasonable possibility that he had any misunderstanding that the grapes sold  
28 were property of the bankruptcy estate under the sole control and authority of the Trustee. Nonetheless, it  
appears that Coddington may have maintained and concealed contracts from Trustee to receive direct payments,  
at the Estate's detriment.

<sup>5</sup> A true and correct copy of the filed Secretary of State statement of information for Humanity Wine

1 informed Trustee that the grapes had been harvested from Estate properties and he was aware of the  
2 bankruptcy. Consequently, he was confused by the demands for payment to an entity other than the  
3 Trustee, did not want to get involved with a dispute and violate federal law, and sought guidance  
4 from Trustee regarding the correct payee. Trustee immediately contacted Mr. Brady and directed the  
5 payment of the \$17,000 to the Estate, and received a copy of a grape purchase agreement dated  
6 August 27, 2021, which was over one month after entry of the Operate Order. A true and correct  
7 copy of the Brady grape purchase agreement is attached to the Mang Declaration as Exhibit "9."

8 After discovery of the diversion of at least ten tons of grapes from the Estate to Coddling and  
9 entities controlled by Coddling, Trustee mobilized an investigation of Coddling and demanded that  
10 Coddling provide a full accounting of grapes grown, harvested, sold, processed, and wasted from the  
11 Fall 2021 harvest. Coddling has never provided a full accounting and explanation of the Fall 2021  
12 harvest to Trustee. Instead, Trustee and his professionals (including his field agent Lori Ensley) have  
13 had to attempt to piece together from other documents the extent of grapes grown, harvested, and  
14 sold.

15 On December 17, 2021, Coddling sent an e-mail to Trustee explaining that he had diverted  
16 the following amounts derived from the sale of Estate property: \$30,000 from "Anarchist," \$3,285  
17 from "Graveyard," \$44,000 from "Nicora," \$22,297.89 from "Oniell," \$30,877.52 from "Pali,"  
18 \$7,752 from "Rangeland," and \$2,747.90 from "Sycamore." A true and correct copy of the e-mail  
19 sent by Coddling on December 17, 2021, is attached to the Marshack Declaration as Exhibit "11." In  
20 total, Coddling admitted to the diversion of approximately \$140,000 in proceeds which the Court  
21 required to be paid directly to Trustee. Trustee immediately demanded documentation for this  
22 diversion, including purchase contracts, checks received, and invoices, but Coddling failed to provide  
23 any documents after paying lip service to his intent to produce documents.

24 Trustee immediately also drafted and personally negotiated a memorandum of understanding  
25 between himself and Coddling, and Coddling's related entities, regarding Coddling's diversion of  
26 funds and entitlement to reimbursement from all other proceeds received by Trustee. A true and  
27

28 \_\_\_\_\_  
Company, LLC is attached to the RJN as Exhibit "8."

1 correct, executed copy of the memorandum of understanding dated December 20, 2021 (“MOU”) is  
2 attached to the Marshack Declaration as Exhibit “12.” Under the MOU, Trustee reserved the right to  
3 allocate the diverted proceeds as a setoff against any claim for reimbursement by Coddling, and  
4 Coddling agreed that he would not seek reimbursement of any amount over \$232,000 (less the setoff  
5 rights of \$140,960.31). In other words, under the MOU, Coddling and his entities agreed that at most,  
6 the Estate would further reimburse him \$91,039.69, if he provided documentation to substantiate at  
7 least \$232,000 in farming reimbursements.

8         The MOU also provided that Coddling was required to submit documentation to substantiate  
9 his reimbursements no later than January 5, 2022. Trustee’s counsel did not receive any  
10 documentation until January 25, 2022, although Coddling claimed that invoices and documentation  
11 had been previously sent on December 30, 2021. A true and correct copy of the invoices and  
12 attachments received by Trustee’s counsel on January 25, 2022, are collectively attached to the  
13 Mang Declaration as Exhibit “13.”

14         On February 1, 2022, Coddling agreed to participate in a voluntary examination under oath  
15 regarding his diversion of funds.

16         On February 8, 2022, Coddling appeared and testified at the continued meeting of creditors  
17 under 11 U.S.C. § 341(a) in both his capacity as manager of Debtor and in his individual capacity,  
18 and voluntarily answered questions under oath. A true and correct copy of the transcript of the  
19 February 8, 2022, meeting of creditors is attached to the Mang Declaration as Exhibit “14.” Among  
20 other things, Coddling testified that “The trustee didn’t know because [the contracts were] in place  
21 before he was involved. I didn’t disclose it because we would have lost the contracts.” *See* 2/8/2022  
22 Transcript at 38:1-4. Coddling provided and has never provided any explanation for why he did not  
23 comply with the Operate Order and immediately direct the proceeds he or his entities directly  
24 received, to Trustee, as required by the Operate Order.

25         On February 11, 2022, Coddling appeared at the law offices of Marshack Hays LLP in Irvine  
26 and demanded, under false pretenses, that the receptionist release to him a reimbursement check in  
27 the amount of \$120,000. Because no such reimbursement check existed or was ever authorized by  
28 Trustee, Coddling left empty-handed but sent a follow-up demand to Trustee via e-mail. A true and

1 correct copy of the February 11, 2022, demand email is attached to the Marshack Declaration as  
2 Exhibit “15.”

3 On February 23, 2022, Trustee’s office received a letter via certified mail demanding  
4 payment of \$262,332.00 from Coddling. A true and correct copy of the certified mail letter dated  
5 February 17, 2022, is attached to the Marshack Declaration as Exhibit “16.”

6 On February 25, 2022, Trustee sent a detailed letter to Coddling explaining the circumstances  
7 under which Coddling’s ever-increasing demands for reimbursement were being rejected, and the  
8 necessity of a court order to authorize Trustee to pay any reimbursements at all, in light of the  
9 knowing and willful diversion of Estate funds by Coddling. A true and correct copy of Trustee’s  
10 response letter is attached to the Marshack Declaration as Exhibit “17.” In response, Coddling  
11 unleashed a barrage of written vulgarities, obscenities, and threats to Trustee and Trustee’s counsel,  
12 none of which will be reproduced in the record unless such communications come at issue.

13 On March 17, 2022, Trustee received for the first time a copy of a grape purchase agreement  
14 which was never cancelled, between Rabbit Ridge Wine Sales, Inc. and John Anthony Vineyards.  
15 This agreement was dated April 30, 2021, and had never been previously provided to Trustee despite  
16 multiple written requests to Coddling from Trustee, Trustee’s field agent, and counsel – and the  
17 buyer was the one who provided the contract. A true and correct copy of the previously undisclosed  
18 grape purchase contract with John Anthony Vineyards is attached to the Mang Declaration as  
19 Exhibit “19.”<sup>6</sup> It appeared that this agreement had been negotiated during the pendency of the  
20 Chapter 11 case while Coddling was operating Debtor as a debtor-in-possession.

21 In addition to threats regarding the personal safety of Trustee, Coddling has also threatened  
22 legal action against Trustee and the Estate, including filing liens and regulatory complaints against  
23 either Trustee or the Estate. The complete breakdown in Trustee’s attempts to resolve this dispute  
24 without litigation results in the filing of this motion. Trustee is informed that Coddling has engaged  
25 counsel to represent him in connection with this dispute, who will be served with a copy of this  
26 Motion.

27  
28 <sup>6</sup> On March 28, 2022, Trustee received payment on account of the grapes purchased under this contract, after  
the prior payment issued to Rabbit Ridge was cancelled upon Trustee’s demand.

**E. Known Unpaid Vendors**

According to the records pieced together by Trustee, it appears that perhaps around 200 tons of grapes were grown and harvested in Fall 2021. The exact tonnage of grapes is unknown because no detailed reports were ever provided to Trustee. In total, Trustee has received weight tags totaling approximately 128.6895 tons of grapes sold to known purchasers. Trustee has never received any documentation from Codding regarding the cost of picking or shipping 130 tons of grapes (although an estimate of \$350/ton was provided in connection with the Operate Motion – for 130 tons, this is a labor cost of \$45,500).<sup>7</sup> Trustee has been informed, however, that the farm labor for the pre-harvest work was left substantially unpaid.

Specifically, Trustee was informed on March 23, 2022, that the farm labor was provided by Nevarez Farm Labor and on March 27-28, 2022, Trustee received a large number of invoices for Nevarez Farm Labor for work performed prior to June 9, 2021, which was left unpaid in the principal amount of \$56,803.97. These invoices, in addition to an explanatory e-mail from Juan Nevarez on March 28, 2022, are collectively attached to the Mang Declaration as Exhibit “20.”

Trustee was informed that Miller Drilling Company had been solicited by Codding to provide water well maintenance services during the period of farming operations, and had been left unpaid by Codding in the amount of \$6,899.03.

On March 16, 2022, Trustee received an invoice and attachments on behalf of Wayne Cooper Ag Services, who rendered (unknown to Trustee) water pump test services on the Live Oak Property and were left unpaid by Codding. A true and correct copy of the e-mail correspondence, invoice, and attached email and text conversations received from Wayne Cooper are collectively attached to the Mang Declaration as Exhibit “18.”

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<sup>7</sup> Trustee was also informed after the fact (and without any opportunity to negotiate this provision) that buyers may have paid for the cost of their own shipping and harvesting, which is reflected in a lower purchase price per ton for grapes. For example, the contract with John Anthony Vineyards dated April 30, 2021 (i.e. pre-conversion) shows a purchase price of \$4,000 per ton for Cabernet Sauvignon grapes, but other subsequent contracts show a purchase price of only \$3,350 per ton for Cabernet Sauvignon grapes. *Compare* JAM Agreement, Mang Declaration Exh. 19 (showing purchase price of Cabernet Sauvignon at \$4,000/ton), *with* Daou Agreement, Mang Declaration Exh. 7, pgs.157-165 (showing purchase price of Cabernet Sauvignon at \$3,350/ton)). This discrepancy has never been explained by Codding.

1 **3. Legal Argument**

2 **A. All proceeds of grape crops grown on Estate property are property**  
3 **of the Estate.**

4 As of the filing of a bankruptcy petition, “all legal or equitable interests of the debtor in  
5 property” become property of the bankruptcy estate. 11 U.S.C. § 541(a)(1). Additionally,  
6 “[p]roceeds, product, offspring, rents, or profits of or from property of the estate” also constitute  
7 property of the estate. 11 U.S.C. § 541(a)(6); *see In re Hofstee*, 1991 Bankr. LEXIS 914 at \*12-13  
8 (B.A.P. 9th Cir. January 25, 1991) (milk from collateralized cow herds was also property of the  
9 estate).

10 Under applicable authorities cited above, the grape crops and their proceeds would be  
11 considered property of the bankruptcy estate subject to the bankruptcy court’s jurisdiction and,  
12 necessarily, the automatic stay.

13 **B. Coddling willfully violated the Operate Order.**

14 Civil contempt “consists of a party’s disobedience to a specific and definite court order by  
15 failure to take all reasonable steps within the party’s power to comply... there is no good faith  
16 exception to the requirement of obedience to a court order.” *Go-Video v. Motion Picture Association*  
17 *of America (In re Dual-Deck Video Cassette Recorder Antitrust Litigation)*, 10 F.3d 693, 695 (9th  
18 Cir. 1993). Four elements must be established: (1) the party “violated the court order, (2) beyond  
19 substantial compliance, (3) not based on a good faith and reasonable interpretation of the order,  
20 (4) by clear and convincing evidence.” *Labor/Community Strategy Ctr. v. Los Angeles County*  
21 *Metropolitan Transportation Authority*, 564 F.3d 1115, 1123 (9th Cir. 2009); *see, e.g., Eaconomy,*  
22 *LLC v. Auvoria Prime, LLC*, 482 F.Supp.3d 1030, 1032 (E.D. Cal. 2020).

23 Here, all four elements are plainly met. As cited above, the Operate Order required all  
24 proceeds of crop to be directed to Trustee (*See Operate Order [Dk. 211], ¶ 5* “The proceeds of all  
25 sales of agricultural products... shall be paid directly to the Estate”) and the approved farm operator  
26 agreement required Coddling to cancel all existing grape purchase agreements. Rather than comply  
27 with the Operate Order, Coddling entered into further contracts without informing Trustee and  
28 directed funds to be paid directly to himself or other entities under his control, rather than the Estate.



The first and second elements, therefore, are plainly met. As for the third element, there is no good faith and reasonable interpretation of the Operate Order under which Coddling was authorized to direct any grape proceeds to be received directly by himself or his related entities. Finally, the signed and sworn statements from Coddling himself admitting to his unauthorized receipt of funds, and the Don Brady contract dated one month after the Operate Order both show by clear and convincing evidence that Coddling violated the Operate Order. Coddling should be directed to appear and show cause why he willfully and intentionally disobeyed the Operate Order and the automatic stay.

**C. Coddling willfully violated the Turnover Order.**

Regarding the Turnover Order, all four elements are also plainly met. Coddling, on behalf of Rabbit Ridge, signed a stipulation for turnover which was reduced to an order of the Court, Docket No. 196. The Turnover Order provided, among other things, that “Rabbit Ridge shall vacate and turn over possession of the [San Marcos] Property and all keys, gate openers, and all other methods of access to the [San Marcos] Property on or before midnight on July 31, 2021.” Turnover Order [Dk. 196] at ¶ 2. Also, the Turnover Order directed Rabbit Ridge not to “remove, destroy, disturb, or tamper with any of the following: furniture, fixtures including trade fixtures, inventory, agricultural assets such as crops, vines, seeds, and raw and unfinished products, wine barrels and casks, machinery and equipment (including but not limited to bottling and processing equipment), materials, and ingredients of any kind.” *Id.* at ¶ 6.

On December 9, 2021, Trustee’s agent Lori Ensley appeared unannounced at the San Marcos Property (all prior visits had been notified to Coddling) and, for the first time, found a crew of workers from Rabbit Ridge processing wine using the equipment at the San Marcos Property. Declaration of Lori Ensley (“Ensley Declaration”), ¶ 6. Trustee’s agent verbally demanded that these workers leave the San Marcos Property, as they were not authorized to be there, and secured the San Marcos Property with the assistance of agents from the secured creditor FCW. *Id.* at ¶ 7. Following the discovery of unauthorized winemaking at the San Marcos Property, it became obvious that Coddling had likely continued to access and use the equipment at the San Marcos Property without authorization from Trustee and in express violation of the Turnover Order. *See* 2/8/2022 Transcript at 47:15-24 (CODDING: “...And there was a limited number of gallons that were processed...”).

1 Trustee’s agent also discovered a number of wine barrels marked with a 2021 vintage year which  
2 were absolutely unauthorized. It is unknown what quantity of grapes were misappropriated and used  
3 by Codding to make wines at the San Marcos Property. Codding’s direct involvement with the  
4 unauthorized access of the San Marcos Property is further demonstrated by clear and convincing  
5 evidence by the transmission of the December 15, 2021, letter on behalf of Rabbit Ridge falsely  
6 claiming that it was in lawful possession of the San Marcos Property. The Court should direct  
7 Codding and any qualified representative from Rabbit Ridge to appear and show cause why Rabbit  
8 Ridge willfully violated the Turnover Order.

9 **D. Codding’s misappropriation of funds also violates the automatic**  
10 **stay.**

11 “§ 542 provides, with just a few exceptions, that an entity ... in possession of property of the  
12 bankruptcy estate ‘shall deliver to the trustee, and account for’ that property.” *City of Chicago v.*  
13 *Fulton*, 141 S.Ct. 585, 589 (2021). The automatic stay applies to “any act to obtain possession of  
14 property of the estate or of property from the estate or to exercise control over property of the  
15 estate.” 11 U.S.C. § 362(a)(3). While “mere retention of property does not violate § 362(a)(3)”, the  
16 automatic stay “prohibits affirmative acts that would disturb the status quo of estate property...”  
17 *Fulton*, 141 S.Ct. 585, 589-90 (2021); *see Stuart v. City of Scottsdale (In re Stuart)*, 632 B.R. 531,  
18 543 (B.A.P. 9th Cir. 2021) (discussing effect of *Fulton*).

19 Here, Codding did not merely retain or passively receive any funds constituting property of  
20 the Estate. Instead, Codding took a series of affirmative acts to exercise control over Estate property  
21 *outside the scope of his authorized limited-scope farming operations*. Codding was never authorized  
22 to sell estate property or receive the proceeds from estate property for any reason including to pay  
23 himself for services rendered or costs incurred. Instead, he was directed to seek any reimbursement  
24 from Trustee pursuant to the terms of the Court’s Order. Rather than comply with the Operate Order,  
25 Codding entered into at least a half-dozen undisclosed grape purchase contracts for at least 50 tons  
26 (100,000 pounds) of grape crops grown on Estate properties, and willingly received the proceeds of  
27 such sales directly into his own bank accounts. This is an egregious violation of the Court’s Order  
28

1 and the automatic stay. The issuance of an order to show cause regarding civil contempt is  
2 appropriate.

3 **E. A responding party must raise a fair ground of doubt in order to**  
4 **avoid liability for civil contempt.**

5 “[C]ivil contempt should not be resorted to where there is a fair ground of doubt as to the  
6 wrongfulness of the defendant’s conduct.” *Taggart v. Lorenzen*, 139 S.Ct. 1795, 1801-02 (2019)  
7 (citing *California Artificial Stone Paving Co. v. Molitor*, 113 U.S. 609, 618 (1885) (internal  
8 quotations, brackets, and italics omitted). A “fair ground of doubt” is an “objective” standard.  
9 *Taggart*, 139 S.Ct. at 1802. “[A] party’s subjective belief that she was complying with an order  
10 ordinarily will not insulate her from civil contempt if that belief was objectively unreasonable.” *Id.*

11 Codding has explained in the past to Trustee that he believed that his direct receipt of funds  
12 was necessary and appropriate. Codding explained to Trustee that the undisclosed contracts were  
13 preexisting contracts and the purchasers of such grapes would be unwilling to modify the  
14 preexisting contracts and therefore be lost. Because the undisclosed contracts were never provided  
15 to Trustee, this claim cannot be fairly evaluated by Trustee. However, even if the contracts were  
16 unable to be modified (a claim which Trustee is seriously skeptical), Codding has never explained  
17 any reason that he could not comply with the Operate Order and immediately disclose the existence  
18 of such contracts and direct that all sales proceeds be paid directly to Trustee. Instead, Codding  
19 concealed the existence of these contracts, concealed his unauthorized receipt of payments, and  
20 adopted a belligerent posture demanding immediate, undocumented reimbursements from Trustee  
21 with threats of violence and litigation. Codding has no objectively reasonable fair ground of doubt.

22 **F. Trustee may recover compensatory damages and the Court may**  
23 **issue appropriate coercive sanctions including compensatory**  
24 **damages.**

25 “Civil penalties must either be compensatory or designed to coerce compliance.” *Dyer*, 322  
26 F.3d at 1192. The extent of compensatory sanctions includes attorneys’ fees and costs for preparing  
27 and litigating a contempt motion. *See America’s Servicing Co. v. Schwartz-Tallard (In re Schwartz-*  
28 *Tallard)*, 803 F.3d 1095, 1100-01 (9th Cir. 2015) (*en banc*). Additionally, “The bankruptcy court’s

civil contempt authority also permits it to order the contemnor as a sanction to coerce compliance with the court's orders, so long as compliance with the orders will cure the contempt." *Brace v. Speier (In re Brace)*, 2019 Bankr. LEXIS 80 at \*22 (B.A.P. 9th Cir. 2019) (unpub.). Additionally, the bankruptcy court has "inherent power" to sanction "bad faith" or "willful misconduct." *Price v. Lehtinen (In re Lehtinen)*, 564 F.3d 1052, 1058-59 (9th Cir. 2009). But the bankruptcy court's inherent powers "must be exercised with restraint and discretion." *Id.* at 1059 (quoting *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44 (1991)). To impose sanctions under its inherent authority, the bankruptcy court "must make an explicit finding of bad faith or willful misconduct." *Id.* at 1058. Again, civil sanctions "must either be compensatory or designed to coerce compliance." *Id.* at 1059 (quoting *Dyer*, 322 F.3d at 1192 (9th Cir. 2003)); *Brace v. Speier (In re Brace)*, 2019 Bankr. LEXIS 80 at \*21 (B.A.P. 9th Cir. 2019).

If the Court finds good cause to enter an order to show cause re: civil contempt, Trustee requests that all compensatory damages be considered as a sanction against Coddling and his related entities, in the full amount of any funds diverted from the Estate including the \$140,960.31 admitted to have been received by Coddling, and any other (if any) subsequently-discovered transfers to Coddling or other entities derived from the sale of crop from Estate properties. Additionally, Trustee requests imposition of compensatory sanctions in an amount equal to the attorneys' fees expended to seek to investigate and discover Coddling's violations of Court orders and the automatic stay. Although Trustee has a stipulated agreement with FCW regarding the payment of administrative fees from its cash collateral, it is unfair for FCW and the general unsecured creditor body to be prejudiced by Coddling's unlawful actions.

**G. Any claim for reimbursement by Coddling must be disallowed under 11 U.S.C. § 502(d) unless and until he has returned all diverted Estate property.**

"Notwithstanding subsections (a) and (b) of this section, the court shall disallow any claim of any entity from which property is recoverable under section 542, 543, 550, or 553 of this title or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of this title, unless such entity or transferee has paid the amount, or turned over any such property,

1 for which such entity or transferee is liable under section 522(i), 542, 543, 550, or 553 of this title.”  
2 11 U.S.C. § 502(d). Section 502(d) specifically applies to disallow claims which could be asserted  
3 by administrative creditors, if such creditor receives a recoverable transfer. *See, e.g., MicroAge, Inc.*  
4 *v. Viewsonic Corp. (In re MicroAge, Inc.)*, 291 B.R. 503, 514 (B.A.P. 9th Cir. 2002) (“§ 502(d)  
5 should be interpreted in a manner consistent with case law decided under the Bankruptcy Act and  
6 should be applied to administrative claims.”); *see also Movitz v. Baker (In re Triple Star Welding,*  
7 *Inc.)*, 324 B.R. 778, 794 (B.A.P. 9th Cir. 2005) (“if Baker actually did receive an avoidable  
8 preference then he would be ineligible to be paid anything from the estate unless and until he returns  
9 that preference.”).

10 Codding received post-petition proceeds of property of the Estate which was, in turn,  
11 property of the Estate. These transfers are recoverable by Trustee either pursuant to turnover under  
12 11 U.S.C. § 542 or the transfer is avoidable under 11 U.S.C. § 549. Because such theft of estate  
13 property was in violation of the Court’s orders and the automatic stay, no separate motion or  
14 adversary proceeding will be filed. Nonetheless, as the BAP held in both *MicroAge* and *Triple Star*  
15 *Welding, supra*, the establishment of an avoidable transfer or recoverable Estate property from an  
16 administrative claimant constitutes a statutory bar to such claimant from receiving anything  
17 whatsoever from the Estate. While Codding may claim that he advanced funds to preserve the value  
18 of the Estate and is therefore entitled to an administrative claim under 11 U.S.C. § 503(b)(1)(A), any  
19 such claim is automatically disallowed under 11 U.S.C. § 502(d) because he has received and  
20 refused to return property of the Estate (i.e. the \$140k in grape proceeds).

21 **H. Further Court Orders are appropriate in light of Codding’s**  
22 **litigation threats.**

23 “Under *Barton* [*v. Barbour*, 104 U.S. 126 (1886)], plaintiffs must obtain authorization from  
24 the bankruptcy court before ‘initiat[ing] an action in another forum’ against certain officers  
25 appointed by the bankruptcy court for actions the officers have taken in their official capacities.” *In*  
26 *re Yellowstone Mountain Club, LLC*, 841 F.3d 1090, 1094 (9th Cir. 2016), quoting *Beck v. Fort*  
27 *James Corp. (In re Crown Vantage, Inc.)*, 421 F.3d 963, 970 (9th Cir. 2005) (brackets in original).  
28 *Barton* issues are jurisdictional. *Barton*, 104 U.S. at 131. The *Barton* doctrine applies in bankruptcy

1 in favor of the bankruptcy trustee. *Crown Vantage*, 421 F.3d at 971. Failure to obtain leave of court  
2 consistent with the *Barton* doctrine renders the other forum without subject matter jurisdiction. *See*,  
3 *e.g.*, *In re Eagan Avenatti, LLP*, 2022 Bankr. LEXIS 552 at \*6-7 (Bankr. C.D. Cal. March 3, 2022)  
4 (publication forthcoming).

5 Codding has threatened in writing to file liens, claims, or complaints with nonbankruptcy  
6 authorities in order to enforce his believed right of reimbursement from the Estate. While Trustee's  
7 investigation of Codding's right to reimbursement is continuing, and will likely be expanded by any  
8 documents or information obtained in connection with this Motion, if the Court finds good cause to  
9 issue an order to show cause, Trustee believes that an order requiring compliance with the Barton  
10 Doctrine is appropriate. In other words, the estate should not be subjected to seeking dismissal of  
11 any non-bankruptcy litigation filed by Codding without leave of this Court.

#### 12 **4. Conclusion**

13 Codding has, by clear and convincing evidence including his own statements and testimony,  
14 violated the Court's express orders, and he has unlawfully received \$140,960.31 constituting  
15 bankruptcy estate property and refused to turn over such funds to the Trustee. While Codding may  
16 have once had a right to reimbursement (and Trustee preserve the Estate's rights regarding setoff),  
17 Codding has to date failed and refused to produce documentation showing that he has an entitlement  
18 to the extent of reimbursements that he claims. Absent such proof, Trustee cannot permit Codding to  
19 retain the \$140,000 in diverted funds and Codding must return all such funds to be distributed by  
20 Trustee according to 11 U.S.C. § 726 and the consent of the secured creditor Farm Credit West,  
21 which holds a lien on such proceeds. The Court should issue an order to show cause re: civil  
22 contempt and direct Codding to appear and show cause why he should not be held in civil contempt  
23 for his violation of the Operate Order, Turnover Order, and automatic stay and be required to fully  
24 compensate the Estate for damages caused by his contumacious conduct. The order to show cause  
25 should also require Codding to show why the Court should not order him to fully account for the  
26 receipt and disbursement of all estate property, to produce all documents necessary to establish the  
27 disposition of all estate property and its proceeds, and to turn over to Trustee all estate funds  
28

1 received. Lastly, the order to show cause should require Coddington to prove why any alleged  
2 administrative claim should not be disallowed pursuant to Section 502(d).

3  
4 Dated: April 1, 2022

MARSHACK HAYS LLP

5  
6 By: /s/ D. Edward Hays

D. EDWARD HAYS

TINHO MANG

Attorneys for Chapter 7 Trustee,

RICHARD A. MARSHACK

**Declaration of Richard A. Marshack**

I, RICHARD A. MARSHACK, declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. I am the duly-appointed and acting Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Northern Holding, LLC ("Debtor").

4. I have personal knowledge of some of the terms set forth in this Declaration, and if called upon to do so, I could and would competently testify to these facts, as to other matters I have knowledge based on information and belief.

5. All terms not defined herein are used as they are defined in the Motion.

6. Upon my appointment as the Chapter 7 trustee in this case, I was presented with the problem of hundreds of acres of vineyards and no consent from the lender Farm Credit West ("FCW") to fund any farming operations. I discussed the issues with the Debtor's principal LeRoy Coddington ("Coddington") and he offered to advance the cost of farming and bringing in the crop to generate money for the Estate and to preserve the value of the real properties, which were to be sold as going concerns. Coddington represented to me that he had sufficient funds to pay all ongoing costs of operations and was committed to ensuring the success of the vineyards. At the beginning, Coddington was also generally helpful and informative in assisting me with understanding the case and showing the properties to buyers. However, I made it very clear that Rabbit Ridge was not permitted to operate any winemaking business on any property of the Estate, including negotiating the stipulation for turnover which Coddington signed on behalf of Rabbit Ridge.

7. I personally negotiated, drafted, and revised the Farm Operator Agreement which was attached to the Operate Motion. Coddington told me that there were existing customer relationships and outstanding grape contracts. As part of the Farm Operator Agreement (which Coddington signed), the agreement provided that Coddington would cancel all contracts, provide me with regular reports, and direct all funds to be paid to me on behalf of the Estate. I would later



1 learn that Coddling breached most provisions of the Farm Operator Agreement.

2 8. I was informed by Coddling that the harvest of the grapes would occur in  
3 September to October 2021. During this time, Coddling provided me with little to no information  
4 on the status of harvest and I was never given a copy of any grape purchase contract until late  
5 September 2021 – the first contract executed was dated September 27, 2021. On or around  
6 October 5, 2021, Coddling told me over the telephone that he had shipped grapes without my  
7 knowledge, consent, or a contract countersigned by me on behalf of the Estate. A true and  
8 correct copy of the e-mail dated October 5, 2021 memorializing our conversation is attached as  
9 Exhibit “6.”

10 9. From my numerous conversations with him, it was clear to me that Coddling knew  
11 the rules and requirements under which he was to serve as the Estate’s farm operator. He knew  
12 that Richard Marshack, Chapter 7 Trustee, was to be listed as the seller, and he knew that all  
13 payments must be delivered to 870 Roosevelt, Irvine, California. Coddling presented me with no  
14 less than five contracts, and I spent hours over the phone with him negotiating and inserting  
15 interlineated handwritten revisions to ensure that the seller was the bankruptcy estate, the  
16 payable party was Richard Marshack, Chapter 7 Trustee, and payments were to be made to 870  
17 Roosevelt. Once these provisions were inserted into the agreements, I executed the agreements  
18 with an electronic pencil and the purchaser would countersign.

19 10. After October 5, 2021, Coddling provided me with some other contracts which  
20 were not countersigned by me and which I had to personally interlineate and sign on behalf of  
21 the Estate to ensure that payment was received by the Estate. In total, there were five contracts  
22 executed for the purchase of grapes that I was involved with. Coddling affirmed to me over the  
23 telephone and in writing that all five of the contracts (in total) that he provided to me constituted  
24 the entire universe of grape purchase contracts for the sale of grapes from Estate property. These  
25 five contracts are reproduced in the declaration of my attorney below attached as Exhibit “7.”  
26 These representations proved to be false.

27 11. On or about December 8, 2021, I was informed that Coddling had apparently sold  
28 grapes constituting property of the Estate to other, previously unknown third parties for which

1 there was no contract which provided that the Estate was the seller, funds were to be made  
2 payable to Richard Marshack, Bankruptcy Trustee, and provided that the funds were to be mailed  
3 to 870 Roosevelt, Irvine, California. I was informed that this third party was Don Brady of Brady  
4 Vineyards.

5 12. On December 17, 2021, after I confronted Coddington about his concealment and  
6 diversion of grapes to Don Brady, Coddington sent an e-mail to me with a lengthy explanation of  
7 the extent of his diversion of funds and grapes from the Estate. A true and correct copy of this e-  
8 mail is attached as Exhibit "11." Specifically, Coddington admitted to having sold grapes owned by  
9 Northern Holding, LLC for the benefit of his company Rabbit Ridge, in the following amounts  
10 totaling \$140,960.31:

- 11 • Anarchist \$30,000 (I am informed the corporate name is Cathartes Aura LLC)
- 12 • Graveyard \$3,285
- 13 • Nicora \$44,000
- 14 • O'Neill \$22,297.89
- 15 • Pali \$30,877.52
- 16 • Rangeland \$7,752
- 17 • Sycamore \$2,747.90

18 13. In response to the written admissions from Coddington, I negotiated, drafted, and  
19 revised a memorandum of understanding between Coddington, his entities, and the Estate regarding  
20 the extent and effect of his unauthorized receipt of funds. Coddington informed me that he had  
21 expended around \$400,000 in connection with farming operations but would agree to cap his  
22 reimbursement requests to \$232,000, with the Estate retaining an offset right for any funds  
23 directly received by Coddington. As a result, assuming that Coddington was entitled to the contractual  
24 maximum of \$232,000 in reimbursements, the Estate would only need to pay an additional  
25 approximate \$92,000 in further reimbursements over and above what Coddington had directly  
26 received. By negotiating the memorandum of understanding, I minimized the Estate's potential  
27 liability and provided conditions for Coddington to request and receive reimbursements through  
28 establishing a deadline for providing documentation, and preserving the Estate's possible setoff

1 rights (but no obligation for a setoff). A true and correct copy of the executed memorandum of  
2 understanding is attached as Exhibit “12.”

3 14. Even after my sudden discovery of Coddington’s concealment and diversion of funds  
4 from the Estate, Coddington continued to insist on receiving unproven reimbursements from the  
5 Estate. In response to these demands, I replied that I needed further information and testimony in  
6 order to make any reimbursement payments. On February 1, 2022, I and my attorneys conducted  
7 a voluntary recorded examination under oath of Coddington.

8 15. On February 8, 2022, I conducted a meeting of creditors under 11 U.S.C. § 341(a)  
9 where Coddington answered questions under oath, including answers to questions in his individual  
10 capacity as farm manager and also in his capacity as managing member of Debtor.

11 16. On February 11, 2022, Coddington showed up unannounced at my law office in  
12 Irvine and I am informed he demanded that the receptionist surrender to him a check for  
13 reimbursements. After leaving without any check, he sent an e-mail to me demanding payment  
14 of \$120,000 and promising to be back the next business day. A true and correct copy of the  
15 February 11, 2022 e-mail is attached as Exhibit “15.” To be clear, I also received several text  
16 messages which were threatening and contain obscenities. These will be provided to the Court  
17 upon request.

18 17. On February 23, 2022, my office received a letter via certified mail where  
19 Coddington again demanded to be paid and claiming to be owed \$400,000. A true and correct copy  
20 of a certified mail letter dated February 17, 2022 is attached as Exhibit “16.”

21 18. In response, I drafted and transmitted a letter to Coddington detailing the reasons that  
22 his request for reimbursement could not be granted. A true and correct copy of the detailed  
23 response letter sent to Coddington is attached as Exhibit “17.”

24 19. In addition to the exhibits above, Coddington has sent a number of written threats,  
25 including threats of litigation, regarding his demands for payment. As a result, I believe that  
26 injunctive and declaratory relief may be appropriate, if the Court finds good cause to enter an  
27 order to show cause.

28 ///

1           20.     I was informed by representatives from Miller Drilling Company that Coddling  
2 had requested water well maintenance services on Estate properties during the farming period  
3 and had been left unpaid in the amount of \$6,899.03. Coddling's nonpayment of Miller may have  
4 negatively impacted the sale process for the Live Oak Property.

5           21.     To be clear, I wholly acknowledge that without the assistance of a farm operator  
6 such as Coddling, I would not have been able to successfully complete the harvest of nearly 200  
7 tons of grapes and receive around \$240,000 in proceeds from the sale of crop. I was not  
8 presented with any other reasonable option by the secured credit Farm Credit West who opined  
9 that the grape harvest was valueless – this proved to be an inaccurate assessment of the facts.  
10 Coddling's employment was necessary and appropriate to effectuate the harvest, and his services  
11 provided significant value to the Estate. The value included that there were no funds in the Estate  
12 to maintain farming operations, and he agreed to advance funds to ensure the success of the  
13 harvest, with reimbursement to occur after the harvest was completed and the crops were sold.  
14 However, on the other hand, Coddling's diversion and concealment of approximately one-third of  
15 the known crop proceeds has caused severe damage to the Estate, especially since he now refuses  
16 to provide documentation for his operating expenses to allow me to evaluate his requests for  
17 reimbursement. Although I investigated and tried to convince Coddling to cooperate with  
18 providing the necessary documentation to substantiate his expenses, his threats of litigation and  
19 failure to provide documentation has left me with no choice but to seek an order of the Court to  
20 preserve the rights of the Estate.

21  
22           I declare under penalty of perjury that the foregoing is true and correct. Executed on April 1,  
23 2022.

24   
25 RICHARD A. MARSHACK  
26  
27  
28

**Declaration of Tinho Mang**

I, TINHO MANG, declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. I am an associate attorney with Marshack Hays LLP, counsel of record for Richard A. Marshack, in his capacity as the duly-appointed and acting Chapter 7 trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Northern Holding, LLC (“Debtor”).

4. I have personal knowledge of some of the terms set forth in this Declaration, and if called upon to do so, I could and would competently testify to these facts.

5. All terms not defined herein are used as they are defined in the Motion.

6. I have been working closely with the Trustee in the course of his administration and investigations in this case. In support of these efforts, I have personally communicated with Mr. LeRoy Coddington (“Coddington”) for the period during which he was an unrepresented party in his individual capacity. I am informed that Coddington is now represented by the law firm of Goe Forsythe & Hodges LLP.

7. On November 15, 2021, I sent an e-mail to Coddington requesting confirmation that all five of the grape purchase contracts attached to such e-mail were all of the outstanding grape purchase contracts for grapes. Coddington replied with copy of the five contracts, representing that “This looks to be complete.” A true and correct copy of this November 15, 2021 e-mail is attached as Exhibit “7.”

8. On December 8, 2021, I was contacted by Don Brady, who informed me that he was an employee of O’Neill Vineyards and also processes wines for himself. Mr. Brady told me over the phone that he and his employer had received a truck full of grapes in the approximate amount of 20 tons, and that he was confused by the existence of the bankruptcy case. Mr. Brady told me that he simply wanted to ensure that payment for the grapes reached the correct party, and provided me with a copy of a grape purchase agreement dated August 27, 2021 signed by himself and Coddington. A true and correct copy of the Brady/Coddington grape purchase contract is

1 attached as Exhibit “9.”

2 9. On December 15, 2021, I received via e-mail a courtesy copy of a demand letter  
3 from a lawyer representing Rabbit Ridge Wine Sales, Inc. A true and correct copy of this  
4 demand letter is attached as Exhibit “10.” Upon receipt of the letter, which contained various  
5 inaccurate factual statements, I contacted the attorney Tim Lambirth and discussed the various  
6 inaccuracies with him over telephone including that a turnover stipulation and order had been  
7 previously entered by the Court. After this conversation I understand that Mr. Lambirth  
8 withdrew from further representation.

9 10. According to the Memorandum of Understanding executed by Coddington on behalf  
10 of himself and his related entities (and Steven Jones and his related entities), Coddington had a  
11 deadline of January 5, 2022 to provide documentation and invoices to the Trustee for  
12 reimbursement. I never received any such documentation or invoices until January 25, 2022.  
13 Although Coddington claims that he first sent such documentation in December 2021, no one has  
14 any record of receiving such documentation. Collectively, all invoices and documentation  
15 attached to Coddington’s January 25, 2022 e-mail to me is attached as Exhibit “13.”

16 11. On February 1, 2022, Coddington agreed at the request of the Trustee to appear and  
17 testify under oath regarding his farm operations. I and the Trustee together conducted the  
18 examination.

19 12. On February 8, 2022, Coddington appeared at the continued meeting of creditors and  
20 again agreed to testify in his individual capacity as farm manager and on behalf of the Debtor. At  
21 this meeting, counsel for Farm Credit West (“FCW”) was also present and asked questions. A  
22 true and correct copy of the transcript for February 8, 2022 is attached as Exhibit “14.”

23 13. I along with the Trustee was informed on or around March 21, 2022 that a farm  
24 labor provider, Nevarez Farm Labor, was left unpaid by Coddington for work performed on Estate  
25 properties. I spoke with a representative of Nevarez Farm Labor over the telephone and was  
26 informed that the outstanding invoices for Nevarez Farm Labor are in excess of \$70,000.

27 14. On March 16, 2022, I received an e-mail from representatives of Wayne Cooper  
28 Ag Services who informed me separately over the telephone that they had been asked by

1 Codding to perform water pump test services at the Live Oak Property and, after performing  
2 such services, had been left unpaid and ignored by Codding. A true and correct copy of the e-  
3 mail and attachments is collectively attached as Exhibit "18."

4 15. On March 17, 2022, I received an e-mail from representatives of John Anthony  
5 Vineyards attaching two previously-undisclosed grape purchase contracts dated April 30, 2021.  
6 No reason has ever been provided that these contracts were left undisclosed to the Trustee. It is  
7 notable that the pre-conversion negotiated rate for one ton of grapes was \$4,000 but the post-  
8 conversion negotiated rate for one ton of grapes of the same type was approximately \$3,350. A  
9 true and correct copy of the two purchase contracts from John Anthony is attached as Exhibit  
10 "19."

11 16. On March 27-28, 2022, I received e-mail correspondences from Nevarez Farm  
12 Labor showing an unpaid principal balance of \$56,803.97 for farm labor performed at Estate  
13 properties prior to June 15, 2021. A true and correct copy of the explanatory e-mail  
14 correspondence from Juan Nevarez and all of the pre-correction invoices received are  
15 collectively attached as Exhibit "20."

16  
17 I declare under penalty of perjury that the foregoing is true and correct. Executed on April 1,  
18 2022.

19  
20 TINHO MANG  
21  
22  
23  
24  
25  
26  
27  
28

**Declaration of Lori J. Ensley**

I, LORI J. ENSLEY, declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. I am the Trustee's employed and authorized field agent for Northern Holding, LLC ("Debtor").

4. I have personal knowledge of some of the terms set forth in this Declaration, and if called upon to do so, I could and would competently testify to these facts.

5. All terms not defined herein are used as they are defined in the Motion.

6. On December 9, 2022, I personally visited the property located at 1172 San Marcos Road, Paso Robles, CA ("San Marcos Property") and observed a number of unidentified individuals at the San Marcos Property appearing to be using the machinery at the San Marcos Property to process wine. I verbally informed these individuals to leave the San Marcos Property and they complied.

7. From December 9-10, 2022, I supervised the re-key and re-securing of the properties of the Estate with the assistance of a locksmith funded by the secured creditor Farm Credit West, FCLA.

8. I never authorized Mr. Coddington or any other individual to process wine or to access any property of the Estate and was never informed by Mr. Marshack to grant access for those purposes. On all of my prior visits, I made an appointment with Mr. Coddington and never observed any wine processing occurring. However, on December 9, 2022, I did not announce my intent to visit.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 1, 2022.

  
LORI ENSLEY



**REQUEST FOR JUDICIAL NOTICE**

Richard A. Marshack, the duly-appointed and acting chapter 7 trustee (“Trustee”) of the bankruptcy estate (“Estate”) of Northern Holding, LLC (“Debtor”), hereby requests pursuant to Federal Rule of Evidence 201, that this Court take judicial notice of the following documents to be considered in connection with Trustee’s application for issuance of an order to show cause re: civil contempt pursuant to Local Bankruptcy Rule 9020-1:

EXHIBIT	JUDICIALLY NOTICED DOCUMENTS
1.	Petition filed by Debtor on October 28, 2020, Dk. No. 1, Case No. 8:20-bk-13014-MW.
2.	Stipulation for Turnover of Real Property Located at 1172 San Marcos Road, Paso Robles, CA filed on August 9, 2021, as Dk. No. 184.
3	Order Approving Stipulation for Turnover of Real Property Located at 1172 San Marcos Road, Paso Robles, CA, filed August 23, 2021, as Dk. No. 196.
4	Chapter 7 Trustee’s Motion to Approve Farm Operator Agreement and for Order to Operate Debtor’s Business for the Limited Purpose of Completing Fall 2021 Harvest of Current Crop of Fruit, filed August 9, 2021, as Dk. No. 186.
5	Order Granting Chapter 7 Trustee’s Motion to Approve Farm Operator Agreement and for Order to Operate Debtor’s Business for the Limited Purpose of Completing Fall 2021 Harvest of Current Crop of Fruit, filed September 7, 2021, as Dk. No. 211.
8	California Secretary of State – October 26, 2021 Statement of Information for Humanity Wine Company, LLC

Additionally, pursuant to Local Bankruptcy Rule 9020-1(a), a proposed order to show cause is being lodged concurrently with this Motion. A true and correct copy of the proposed order to show cause is attached as Exhibit “21.”

Dated: April 1, 2022

MARSHACK HAYS LLP

By: /s/ D. Edward Hays

D. EDWARD HAYS

TINHO MANG

Attorneys for Chapter 7 Trustee,

RICHARD A. MARSHACK

**EXHIBIT 1**

Fill in this information to identify your case:	
United States Bankruptcy Court for the:	
CENTRAL DISTRICT OF CALIFORNIA	
Case number (if known)	Chapter 11

☐ Check if this an amended filing

## Official Form 201

# Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name	Northern Holdings, LLC	
2. All other names debtor used in the last 8 years	Include any assumed names, trade names and <i>doing business as</i> names	
3. Debtor's federal Employer Identification Number (EIN)	45-5164440	
4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	143 1/2 S. Olive Street Orange, CA 92866 Number, Street, City, State & ZIP Code	13217 Jamboree Road, #429 Tustin, CA 92782 P.O. Box, Number, Street, City, State & ZIP Code
	Orange County	Location of principal assets, if different from principal place of business 1172 San Marcos Road Paso Robles, CA 93446 Number, Street, City, State & ZIP Code
5. Debtor's website (URL)		
6. Type of debtor	<input checked="" type="checkbox"/> Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) <input type="checkbox"/> Partnership (excluding LLP) <input type="checkbox"/> Other. Specify:	

Debtor Northern Holdings, LLC  
Name

Case number (if known)

7. Describe debtor's business A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))  
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  
☐ Railroad (as defined in 11 U.S.C. § 101(44))  
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))  
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))  
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))  
☒ None of the above

B. Check all that apply

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)  
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)  
☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.  
See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7  
☐ Chapter 9

☒ Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).  
☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).  
☐ A plan is being filed with this petition.  
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).  
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.  
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- ☒ No.  
☐ Yes.

If more than 2 cases, attach a separate list.

District	_____	When	_____	Case number	_____
District	_____	When	_____	Case number	_____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- ☒ No  
☐ Yes.

List all cases. If more than 1, attach a separate list

Debtor	_____	Relationship	_____
District	_____	When	_____
		Case number, if known	_____

Debtor Northern Holdings, LLC  
Name

Case number (if known)

**11. Why is the case filed in this district?**

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention? (Check all that apply.)**

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

**Where is the property?**

Number, Street, City, State & ZIP Code

**Is the property insured?**

☐ No

☐ Yes. Insurance agency

Contact name

Phone

**Statistical and administrative information**

**13. Debtor's estimation of available funds**

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

**14. Estimated number of creditors**

☒ 1-49

☐ 50-99

☐ 100-199

☐ 200-999

☐ 1,000-5,000

☐ 5001-10,000

☐ 10,001-25,000

☐ 25,001-50,000

☐ 50,001-100,000

☐ More than 100,000

**15. Estimated Assets**

☐ \$0 - \$50,000

☐ \$50,001 - \$100,000

☐ \$100,001 - \$500,000

☐ \$500,001 - \$1 million

☐ \$1,000,001 - \$10 million

☒ \$10,000,001 - \$50 million

☐ \$50,000,001 - \$100 million

☐ \$100,000,001 - \$500 million

☐ \$500,000,001 - \$1 billion

☐ \$1,000,000,001 - \$10 billion

☐ \$10,000,000,001 - \$50 billion

☐ More than \$50 billion

**16. Estimated liabilities**

☐ \$0 - \$50,000

☐ \$50,001 - \$100,000

☐ \$100,001 - \$500,000

☐ \$500,001 - \$1 million

☐ \$1,000,001 - \$10 million

☒ \$10,000,001 - \$50 million

☐ \$50,000,001 - \$100 million

☐ \$100,000,001 - \$500 million

☐ \$500,000,001 - \$1 billion

☐ \$1,000,000,001 - \$10 billion

☐ \$10,000,000,001 - \$50 billion

☐ More than \$50 billion

Debtor Northern Holdings, LLC  
Name

Case number (if known)

**Request for Relief, Declaration, and Signatures**

**WARNING** – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature  
of authorized  
representative of debtor**

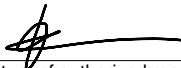
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 28, 2020  
MM / DD / YYYY

X   
Signature of authorized representative of debtor

Leroy Codding  
Printed name

Title Managing Member

**18. Signature of attorney**

X /s/ Matthew D. Resnik  
Signature of attorney for debtor

Date October 28, 2020  
MM / DD / YYYY

Matthew D. Resnik  
Printed name

RESNIK HAYES MORADI, LLP.  
Firm name

17609 Ventura Blvd.  
Ste 314  
Encino, CA 91316  
Number, Street, City, State & ZIP Code

Contact phone (818) 285-0100 Email address matt@rhmfir.com

(SBN 182562) CA  
Bar number and State

**Fill in this information to identify the case:**

Debtor name Northern Holdings, LLC  
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA  
Case number (if known): \_\_\_\_\_

☐ Check if this is an  
amended filing

## Official Form 204

### Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Bank of America PO Box 15019 Wilmington, DE 19850						\$21,533.55
Capital One P.O. Box 60599 City Of Industry, CA 91716						\$3,039.97
Electro-Steam Generator Corp. 50 Indel Avenue Rancocas, NJ 08073						\$5,382.00
Erich Russell 2380 Live Oak Road Paso Robles, CA 93446						\$6,400,000.00
PG&E P.O. Box 99700 Sacramento, CA 95899-7300						\$27,346.20
Sunbelt Rentals P.O. Box 409211 Atlanta, GA 30384						\$12,894.68
West Coast Wine Partners 134 Church Street Sonoma, CA 95476						\$13,630.00

**United States Bankruptcy Court  
Central District of California**

In re Northern Holdings, LLC

Debtor(s)

Case No.

Chapter 11

**LIST OF EQUITY SECURITY HOLDERS**

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Leroy Coddington			100%

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Managing Member of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date October 28, 2020

Signature

  
Leroy Coddington

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.*



**STATEMENT OF RELATED CASES**  
**INFORMATION REQUIRED BY LBR 1015-2**  
**UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA**

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A/B that was filed with any such prior proceeding(s).)

None

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Orange, California.

Date: October 28, 2020



Leroy Coddington

Signature of Debtor 1

Signature of Debtor 2

UNANIMOUS WRITTEN CONSENT OF

THE MANAGING MEMBERS

NORTHERN HOLDINGS, LLC.

DATED: October 28, 2020

Pursuant to §307(b) of the California Corporations Code and the operating agreement of the LLC, the undersigned, being the Managing Member of the LLC, and in lieu of a meeting, hereby unanimously adopts the following recitals and resolutions:

WHEREAS, the Managing Member has determined that the LLC needs to take advantage of the benefits of Chapter 11 of the Bankruptcy Code to reorganize the debt structure of the LLC; and,

THEREFORE IT IS RESOLVED, that the LLC is authorized to file a Voluntary Petition under Chapter 11 of the Bankruptcy Code and attempt to reorganize thereunder; and,

IT IS FURTHER RESOLVED, that, Leroy Coddling, Managing Member, is hereby authorized and instructed to take whatever actions he deems appropriate to file the Chapter 11 petition and see the case to complete reorganization.

Managing Member

  
\_\_\_\_\_  
Leroy Coddling

Attorney or Party Name, Address, Telephone & FAX Nos., and State Bar No. & Email Address Matthew D. Resnik 17609 Ventura Blvd. Ste 314 Encino, CA 91316 (818) 285-0100 Fax: (818) 855-7013 California State Bar Number: (SBN 182562) CA matt@rhmfirm.com	FOR COURT USE ONLY
<input checked="" type="checkbox"/> Attorney for: Debtor	
<p align="center"><b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b></p>	
In re: Northern Holdings, LLC  Debtor(s),  Plaintiff(s),   Defendant(s).	CASE NO.: ADVERSARY NO.: CHAPTER: 11  <p align="center"><b>CORPORATE OWNERSHIP STATEMENT PURSUANT TO FRBP 1007(a)(1) and 7007.1, and LBR 1007-4</b></p> <p align="center">[No hearing]</p>

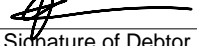
*Pursuant to FRBP 1007(a)(1) and 7007.1, and LBR 1007-4, any corporation, other than a governmental unit, that is a debtor in a voluntary case or a party to an adversary proceeding or a contested matter shall file this Statement identifying all its parent corporations and listing any publicly held company, other than a governmental unit, that directly or indirectly own 10% or more of any class of the corporation's equity interest, or state that there are no entities to report. This Corporate Ownership Statement must be filed with the initial pleading filed by a corporate entity in a case or adversary proceeding. A supplemental statement must promptly be filed upon any change in circumstances that renders this Corporate Ownership Statement inaccurate.*

I, Leroy Codding, the undersigned in the above-captioned case, hereby declare  
 (Print Name of Attorney or Declarant)  
 under penalty of perjury under the laws of the United States of America that the following is true and correct:

**[Check the appropriate boxes and, if applicable, provide the required information.]**

1. I have personal knowledge of the matters set forth in this Statement because:
- ☒ I am the president or other officer or an authorized agent of the Debtor corporation
  - ☐ I am a party to an adversary proceeding
  - ☐ I am a party to a contested matter
  - ☐ I am the attorney for the Debtor corporation
- 2.a. ☐ The following entities, other than the debtor or a governmental unit, directly or indirectly own 10% or more of any class of the corporation's(s') equity interests:  
*[For additional names, attach an addendum to this form.]*
- b. ☒ There are no entities that directly or indirectly own 10% or more of any class of the corporation's equity interest.

October 28, 2020  
Date

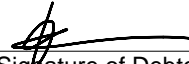
By:   
Signature of Debtor, or attorney for Debtor

Name: Leroy Coddington, Managing Member  
Printed name of Debtor, or attorney for Debtor

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Matthew D. Resnik 17609 Ventura Blvd. Ste 314 Encino, CA 91316 (818) 285-0100 Fax: (818) 855-7013 California State Bar Number: (SBN 182562) CA matt@rhmfir.com	FOR COURT USE ONLY
<input type="checkbox"/> Debtor(s) appearing without an attorney <input checked="" type="checkbox"/> Attorney for Debtor	
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re:  Northern Holdings, LLC	CASE NO.: CHAPTER: 11
Debtor(s).	<b>VERIFICATION OF MASTER MAILING LIST OF CREDITORS</b>  [LBR 1007-1(a)]

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 2 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: October 28, 2020

  
Signature of Debtor 1

Date: \_\_\_\_\_

Signature of Debtor 2 (joint debtor) ) (if applicable)

Date: October 28, 2020

Signature of Attorney for Debtor (if applicable)

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

December 2015

**F 1007-1.MAILING.LIST.VERIFICATION**

**EXHIBIT 1  
PAGE 45**

Northern Holdings, LLC  
13217 Jamboree Road, #429  
Tustin, CA 92782

Matthew D. Resnik  
RESNIK HAYES MORADI, LLP.  
17609 Ventura Blvd.  
Ste 314  
Encino, CA 91316

Bank of America  
PO Box 15019  
Wilmington, DE 19850

California Dept of Tax and Fee Admi  
Special Ops, MIC 29  
PO Box 942879  
Sacramento, CA 94279-0005

Capital One  
P.O. Box 60599  
City Of Industry, CA 91716

Electro-Steam Generator Corp.  
50 Indel Avenue  
Rancocas, NJ 08073

Erich Russell  
2380 Live Oak Road  
Paso Robles, CA 93446

Farm Credit West  
3755 Atherton Rd  
11707 Fair Oaks Blvd  
Rocklin, CA 95765

Franchise Tax Board  
Attn: Bankruptcy Unit  
P.O. Box 2952  
Sacramento, CA 95812-2952

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Mortgage Lender Services as Agent  
Farm Credit West, FLCA, as Trustee  
11707 Fair Oaks Blvd  
Fair Oaks, CA 95628

PG&E  
P.O. Box 99700  
Sacramento, CA 95899-7300

San Luis Obispo Tax Collector  
1055 Monterey St Room D290  
San Luis Obispo, CA 93408

Sunbelt Rentals  
P.O. Box 409211  
Atlanta, GA 30384

West Coast Wine Partners  
134 Church Street  
Sonoma, CA 95476

**EXHIBIT 2**



D. EDWARD HAYS, #162507  
ehays@marshackhays.com  
DAVID A. WOOD, #272406  
dwood@marshackhays.com  
TINHO MANG, #322146  
tmang@marshackhays.com  
MARSHACK HAYS LLP  
870 Roosevelt Avenue  
Irvine, CA 92620  
Telephone: (949) 333-7777  
Facsimile: (949) 333-7778

Attorneys for Chapter 7 Trustee,  
RICHARD A. MARSHACK

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re  
NORTHERN HOLDING, LLC,  
  
Debtor.

Case No. 8:20-bk-13014-MW

Chapter 7

STIPULATION FOR TURNOVER OF  
REAL PROPERTY LOCATED AT  
1172 SAN MARCOS ROAD, PASO  
ROBLES, CA

[NO HEARING REQUIRED]

TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY JUDGE, THE  
OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

This stipulation is entered into between Richard A. Marshack, in his capacity as Chapter 7 Trustee (“Trustee”) of the Bankruptcy Estate (“Estate”) of Northern Holding, LLC (“Debtor”), on one hand, and Rabbit Ridge Wine Sales, Inc. (“Rabbit Ridge”), on the other hand, with regard to turnover of real property commonly known as 1172 San Marcos Road, Paso Robles, CA, APN Nos. 026-104-001, 027-145-022 (“Property”). Collectively, Trustee and Rabbit Ridge shall be referred to as the “Parties.”

**Recitals**

A. On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of Title 11 of the United States Code.

B. Rabbit Ridge asserts that it entered into a lease/rental agreement between Debtor and Rabbit Ridge regarding the Property, which is dated October 27, 2020 (“San Marcos Lease”).

C. The San Marcos Lease states that Rabbit Ridge agreed to pay \$15,000 per month to Debtor and the term of the San Marcos Lease expired on January 1, 2022. Additionally, paragraph 30 of the San Marcos Lease states that “Tennant will pay 20% custom crush revenue to NHC on top of basis rate – billed in arrears monthly.”

D. No cash payments have been made to Debtor by Rabbit Ridge on account of the San Marcos Lease.

E. On June 15, 2021, as Dk. No. 116, the Court entered an order converting the case to Chapter 7. Richard A. Marshack is the duly-appointed and acting Chapter 7 trustee.

F. The Trustee requires possession and control of the Property to administer for the benefit of the Estate.

G. The Trustee has requested, and Rabbit Ridge agrees to turnover of the Property to the Trustee upon the terms stated below and Rabbit Ridge agrees, to the extent that the San Marcos Lease may be valid, that the San Marcos Lease is terminated in its entirety.

The Parties agree and STIPULATE as follows:

1. Rabbit Ridge agrees that the San Marcos Lease, to the extent that it is valid, shall be voluntarily and mutually terminated and any and all interests of Rabbit Ridge in the San Marcos Lease shall be terminated, including but not limited to any leasehold or possessory interest in the Property and any right to use the production facilities at the Property. The termination of the San Marcos Lease shall be effective upon mutual execution of this stipulation.

2. Rabbit Ridge agrees that it will vacate and turn over possession of the Property and all keys, gate openers, and all other methods of access to the Property to the Trustee on or before midnight on July 31, 2021 (“Turnover Deadline”).

3. To the extent that any such rights exist, it is the intent of this Stipulation to extinguish any occupancy, possessory, and rights of use of Rabbit Ridge at the Property.


4. In the event Rabbit Ridge does not vacate and turn over possession of the Property by the Turnover Deadline, and upon Trustee's request, the Clerk may issue a writ of assistance authorizing the United States Marshals Service to remove and lock Rabbit Ridge out of the Property.

5. Trustee may seek all necessary and appropriate court orders to enforce the terms and purpose of this Stipulation.

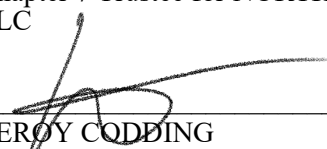
6. In the course of vacating the Property and turnover to the Trustee, Rabbit Ridge shall not remove, destroy, disturb, or tamper with any of the following: furniture, fixtures including trade fixtures, inventory, agricultural assets such as crops, vines, seeds, and raw and unfinished products, wine barrels and casks, machinery and equipment (including but not limited to bottling and processing equipment), materials, and ingredients of any kind.

7. This stipulation may be executed in one or more counterparts and facsimile or electronic signatures may be used in filing this document with the Court.

Dated: July 27, 2021

By:   
\_\_\_\_\_  
RICHARD A. MARSHACK  
Chapter 7 Trustee for NORTHERN HOLDING  
LLC

Dated: July 27, 2021

By:   
\_\_\_\_\_  
LEROY COPPING  
Chief Executive Officer of RABBIT RIDGE  
WINE SALES, INC.

Presented by:

MARSHACK HAYS LLP

Dated: July 27, 2021

By: /s/ D. Edward Hays  
\_\_\_\_\_  
D. EDWARD HAYS  
TINHO MANG  
Attorneys for RICHARD A. MARSHACK

## oPROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **STIPULATION FOR TURNOVER OF REAL PROPERTY LOCATED AT 1172 SAN MARCOS ROAD, PASO ROBLES, CA** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 9, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On **August 9, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR**

NORTHERN HOLDING, LLC  
ATTN: OFFICER, A MANAGING OR  
GENERAL AGENT, OR TO ANY OTHER  
AGENT AUTHORIZED BY APPOINTMENT  
OR LAW TO RECEIVE SERVICE  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

**INTERESTED PARTY**

LEE CODDING  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 9, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY: PRESIDING JUDGE'S COPY**

HONORABLE MARK S. WALLACE  
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA  
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE  
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 9, 2021

Layla Buchanan

/s/ Layla Buchanan

Date

Printed Name

Signature

---

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **ATTORNEY FOR U.S. TRUSTEE (SA):** Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Tinho Mang tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **ATTORNEY FOR INTERESTED PARTY BANK DIRECT CAPITAL FINANCE:** Elissa Miller emiller@sulmeyerlaw.com, emillersk@ecf.inforuptcy.com; ccaldwell@sulmeyerlaw.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Roksana D. Moradi-Brovia roksana@rhmfir.com, matt@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **ATTORNEY FOR CREDITOR ADLER BELMONT GROUP, INC.:** Paul F Ready tamara@farmerandready.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Matthew D. Resnik matt@rhmfir.com, roksana@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **UNITED STATES TRUSTEE (SA):** United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
- **INTERESTED PARTY COURTESY NEF:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

2. **SERVED BY UNITED STATES MAIL:** CONTINUED:

**SECURED CREDITOR / POC ADDRESS**

ELRICH RUSSELL  
C/O KARI L. LEY, ATTORNEY AT  
LAW  
264 CLOVIS AVENUE, SUITE 208  
CLOVIS, CA 93612

**SECURED CREDITOR / POC ADDRESS**

ERICH RUSSELL  
2380 LIVE OAK ROAD  
PASO ROBLES, CA 93446-9693

**SECURED CREDITOR**

FARM CREDIT WEST  
3755 ATHERTON RD  
11707 FAIR OAKS BLVD  
ROCKLIN, CA 95765

**SECURED CREDITOR / POC ADDRESS**

FARM CREDIT WEST, FLCA  
C/O MICHAEL J. GOMEZ  
FRANDZEL ROBINS BLOOM &  
CSATO, L.C.  
1000 WILSHIRE BOULEVARD,  
19TH FLOOR  
LOS ANGELES, CA 90017-2457

**SECURED CREDITOR / POC ADDRESS**

FARM CREDIT WEST, FLCA  
ATTN: KEVIN E. RALPH  
3755 ATHERTON DRIVE  
ROCKLIN CA 95765-3701

**SECURED CREDITOR / POC ADDRESS**

JAMES W. HAMILTON ACTTC  
SAN LUIS OBISPO TAX COLLECTOR  
1055 MONTEREY STREET  
SUITE D-290  
SAN LUIS OBISPO CA 93408-1003

---

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

**SECURED CREDITOR**

MORTGAGE LENDER SERVICES  
AS AGENT  
FARM CREDIT WEST, FLCA, AS  
TRUSTEE  
11707 FAIR OAKS BLVD  
FAIR OAKS, CA 95628-2816

**CREDITOR**

ATTORNEY GENERAL  
UNITED STATES DEPARTMENT OF  
JUSTICE  
BEN FRANKLIN STATION  
P.O. BOX 683  
WASHINGTON, DC 20044

**CREDITOR / POC ADDRESS**

ADLER BELMONT GROUP, INC.  
C/O PAUL F. READY  
FARMER & READY  
1254 MARSH STREET  
SAN LUIS OBISPO CA 93401

**CREDITOR**

BANK OF AMERICA  
PO BOX 15019  
WILMINGTON, DE 19850-5019

**CREDITOR**

CALIFORNIA DEPT OF TAX AND FEE  
ADMI  
SPECIAL OPS, MIC 29  
PO BOX 942879  
SACRAMENTO, CA 94279-0005

**CREDITOR**

CAPITAL ONE  
P.O. BOX 60599  
CITY OF INDUSTRY, CA 91716-0599

**CREDITOR**

CIVIL PROCESS CLERK  
UNITED STATES ATTORNEY'S  
OFFICE  
FEDERAL BUILDING, ROOM 7516  
300 NORTH LOS ANGELES  
STREET  
LOS ANGELES, CA 90012

**CREDITOR**

ELECTRO-STEAM GENERATOR CORP.  
50 INDEL AVENUE  
RANOCAS, NJ 08073

**CREDITOR / POC ADDRESS**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS A340  
PO BOX 2952  
SACRAMENTO CA 95812-2952

**CREDITOR**

HILCO REAL ESTATE, LLC  
5 REVERE DRIVE, SUITE 320  
NORTHBROOK, IL 60062

**CREDITOR / POC ADDRESS**

INTERNAL REVENUE SERVICE  
P.O. BOX 7346  
PHILADELPHIA, PA 19101-7346

**CREDITOR**

PG&E  
P.O. BOX 99700  
SACRAMENTO, CA 95899-7300

**CREDITOR**

RABBIT RIDGE WINE SALES, INC.  
179 NIBLICK RD, #406  
PASO ROBLES, CA 93446-9693

**CREDITOR**

SUNBELT RENTALS  
P.O. BOX 409211  
ATLANTA, GA 30384-9211

**CREDITOR**

THOMAS K RACKERBY  
C/O TOM PROUNTZOS  
GOODMAN NEUMAN HAMILTON  
LLP  
ONE POST STREET, SUITE 2100  
SAN FRANCISCO, CA 94104

**CREDITOR**

WEST COAST WINE PARTNERS  
134 CHURCH STREET  
SONOMA, CA 95476-6612

**EXHIBIT 3**

1 D. EDWARD HAYS, #162507  
ehays@marshackhays.com  
2 DAVID A. WOOD, #272406  
dwood@marshackhays.com  
3 TINHO MANG, #322146  
tmang@marshackhays.com  
4 MARSHACK HAYS LLP  
870 Roosevelt Avenue  
5 Irvine, CA 92620  
Telephone: (949) 333-7777  
6 Facsimile: (949) 333-7778

7 Attorneys for Chapter 7 Trustee,  
RICHARD A. MARSHACK



CHANGES MADE BY COURT

9 UNITED STATES BANKRUPTCY COURT  
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION  
11

12 In re  
13 NORTHERN HOLDING, LLC,  
14 Debtor.

Case No. 8:20-bk-13014-MW

Chapter 7

ORDER APPROVING STIPULATION  
FOR TURNOVER OF REAL PROPERTY  
LOCATED AT  
1172 SAN MARCOS ROAD, PASO  
ROBLES, CA

[NO HEARING REQUIRED]

18 The court having reviewed and considered the *Stipulation for Turnover of Real Property*  
19 *Located at 1172 San Marcos Road, Paso Robles, CA*, APN Nos. 026-104-001, 027-145-022 (the  
20 “Stipulation”, Docket No. 184),<sup>1</sup> and good cause appearing,

21 IT IS HEREBY ORDERED that the Stipulation is approved as follows:

22 1. The San Marcos Lease, to the extent that it is valid, is voluntarily and mutually  
23 terminated and any and all interests of Rabbit Ridge in the San Marcos Lease is terminated,  
24 including but not limited to any leasehold, occupancy, or possessory interest in the property and  
25 facilities located at 1172 San Marcos Road, Paso Robles, CA, APN Nos. 026-104-001 and 027-145-  
26 022 (“Property”), and any right to use the production facilities at the Property.

27  
28 <sup>1</sup> All terms not defined herein are used as they are defined in the Stipulation.



1           2.       Rabbit Ridge shall vacate and turn over possession of the Property and all keys, gate  
2 openers, and all other methods of access to the Property to the Trustee on or before midnight on July  
3 31, 2021 ("Turnover Deadline").

4           3.       To the extent that any such rights exist, any occupancy, possessory, and rights of use  
5 of Rabbit Ridge at the Property are extinguished.

6           4.       In the event Rabbit Ridge does not vacate and turn over possession of the Property by  
7 the Turnover Deadline, and upon Trustee's request, the Clerk may issue a writ of assistance  
8 authorizing the United States Marshals Service to remove and lock Rabbit Ridge out of the Property.

9           5.       Trustee may seek all necessary and appropriate court orders to enforce the terms and  
10 purpose of this Order.

11          6.       In the course of vacating the Property and turnover to the Trustee, Rabbit Ridge shall  
12 not remove, destroy, disturb, or tamper with any of the following: furniture, fixtures including trade  
13 fixtures, inventory, agricultural assets such as crops, vines, seeds, and raw and unfinished products,  
14 wine barrels and casks, machinery and equipment (including but not limited to bottling and  
15 processing equipment), materials, and ingredients of any kind.

16           IT IS SO ORDERED.

17                               ###

18  
19  
20  
21  
22  
23           Date: August 23, 2021

  
Mark S. Wallace  
United States Bankruptcy Judge

**EXHIBIT 4**

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RICHARD A. MARSHACK  
8

9 UNITED STATES BANKRUPTCY COURT  
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

11 In re  
12 NORTHERN HOLDING, LLC,  
13 Debtor.  
14  
15  
16  
17  
18

Case No. 8:20-bk-13014-MW

Chapter 7

CHAPTER 7 TRUSTEE’S MOTION TO  
APPROVE FARM OPERATOR  
AGREEMENT AND FOR ORDER TO  
OPERATE DEBTOR’S BUSINESS FOR  
THE LIMITED PURPOSE OF  
COMPLETING FALL 2021 HARVEST OF  
CURRENT CROP OF FRUIT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATIONS OF  
RICHARD A. MARSHACK AND LEROY  
CODDING IN SUPPORT

Date: August 30, 2021

Time: 2:00 p.m.

Ctrm: 6C

Address: 411 W. Fourth Street, Santa Ana,  
CA 92701

19  
20  
21  
22 TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY JUDGE, THE  
23 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

24 RICHARD A. MARSHACK, in his capacity as Chapter 7 Trustee (“Trustee”) of the  
25 Bankruptcy Estate (“Estate”) of Northern Holding, LLC (“Debtor”), brings this motion to approve a  
26 farm operator agreement and for an order authorizing the Trustee to operate the Debtor’s business  
27 for the limited period of time and for the sole purpose of completing the harvest of the current crop  
28 of fruit growing on Debtor’s land. In support thereof, the Trustee respectfully represents as follows:

1 **1. Summary of Argument**

2 Debtor is the title owner of approximately 450 acres of land suitable for vineyards across two  
3 separate parcels of real property, located at 1172 San Marcos Road, Paso Robles, CA (“San Marcos  
4 Property”), which includes a turnkey winery production facility, real property located at APN 027-  
5 145-022 in Paso Robles, CA (“Texas Road Property”) and 2380 Live Oak Road, Paso Robles, CA  
6 (“Live Oak Property”) (collectively, “Properties”). Around 135 acres are currently planted with  
7 crops that are anticipated to be ready for harvest in late September or early October of this year, with  
8 an estimated yield of 253.5 tons. Based on the Trustee’s personal visual inspection of the Properties,  
9 it would be an enormous waste if all of these crops were allowed to wither and die – the current crop  
10 should be brought to fruition and sold for the benefit of the Estate. To accomplish this goal, the  
11 Trustee personally drafted and negotiated an agreement with LeRoy Coddling (“Mr. Coddling” or  
12 “Operator”) where the Debtor’s principal and person in charge of farm operations would personally  
13 advance all operational costs for tending, maintaining, cultivating, and harvesting existing crops,  
14 with all proceeds to be delivered to the Trustee. Thereafter, Operator would be allowed to be  
15 reimbursed all reasonable expenses of harvest from the proceeds of the sale. The crops are currently  
16 being tended and require regular care and supervision under a person with knowledge and expertise  
17 regarding the cultivation of the types of crops on the land. Thus, continuity is crucial for this year’s  
18 harvest.

19 The Trustee respectfully requests that the Court approve the farm management agreement  
20 with Mr. Coddling (“Agreement”) and enter an order pursuant to 11 U.S.C. § 721 to allow him to  
21 permit operations on the Properties for the sole and limited purpose of completing the fall 2021  
22 harvest of crop, selling the crop, and holding the proceeds pending further order of the Court  
23 (recognizing that all such proceeds would be subject to the lien asserted by Farm Credit West,  
24 FCLA).

25 **2. Procedural Background**

26 Erich Russell was the former owner and operator of Rabbit Ridge Winery (“Rabbit Ridge”),  
27 which was as of October 2020 located at 1172 San Marcos Road, Paso Robles, CA (previously  
28 defined as “San Marcos Property”). To finance his business operations, Mr. Russell borrowed

1 substantial sums of money from Farm Credit West, FLCA (“FCW”), which were secured certain  
2 assets including substantially all assets of Rabbit Ridge and Properties.

3 Prior to a foreclosure of the Properties by FCW, Mr. Russell filed an individual Chapter 11  
4 case, initiating bankruptcy case number 9:20-bk-10035-DS (“Individual Case”). On June 19, 2020,  
5 the Individual Case was dismissed for cause.

6 A subsequent foreclosure sale for the Properties was scheduled by FCW for October 29,  
7 2020. Prior to the foreclosure date, Mr. Russell and FCW continued to discuss a possible forbearance  
8 and an extension of the foreclosure date.

9 On or about October 28, 2020, Mr. Russell signed quitclaim deeds transferring the Properties  
10 to Debtor. These quitclaim deeds were recorded on the same date. Additionally, ownership and  
11 control of Rabbit Ridge passed to LeRoy Coddington, who operated as a *de facto* chief restructuring  
12 officer.

13 On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of  
14 Title 11 of the United States Code, initiating the above-captioned bankruptcy proceeding.

15 On October 29, 2020, as Dk. No. 5, FCW filed a notice of continuation of perfection of  
16 security interest and demand to sequester cash collateral. No motion or stipulation to use cash  
17 collateral has ever been filed in this case. To the best of the Trustee’s knowledge, FCW has not  
18 agreed to the use of its cash collateral for any purpose, although the Trustee has been in extensive  
19 negotiations with FCW regarding his proposed course of administration of the case.

20 On November 5, 2020, Debtor filed its registration as a limited liability company in  
21 California, file no. 202031410753. Prior to this date, Debtor was not a registered limited liability  
22 company in California. Northern Holding, LLC was registered as of April 30, 2012 with the  
23 Minnesota Secretary of State, file number 486524600029. A true and correct copy of the LLC filing  
24 statement for the Debtor as a Minnesota LLC is attached to the request for judicial notice (“RJN”) as  
25 Exhibit “5.”

26 On November 6, 2020, as Dk. No. 11, FCW filed a motion for relief from the automatic stay  
27 regarding the Properties (“Stay Relief Motion”). The hearing on the Stay Relief Motion has been  
28 trailed and is currently set for August 2, 2021, with interim partial relief granted by the Court.

1 On February 16, 2021, as Dk. No. 60, the Office of the United States Trustee (“OUST”) filed  
2 a motion to dismiss or convert the case for cause pursuant to 11 U.S.C. § 1112(b).

3 On March 31, 2021, as Dk. No. 104, Debtor filed a monthly operating report for the month of  
4 February (“February MOR”). This was the last monthly operating report ever filed by Debtor. The  
5 February MOR showed that in that month, Debtor was entitled to receive rental and operating  
6 income – but the Trustee is informed that no rental and operating income was ever received by  
7 Debtor based on what was alleged to be offsetting debts arising from oral consulting agreements.  
8 The Trustee has never been provided with any copy of any consulting agreement and disputes the  
9 validity of such agreements, if they even exist.

10 On June 15, 2021, as Dk. No. 116, the Court entered an order converting the case to Chapter  
11 7. Richard A. Marshack (previously defined as “Trustee”) was appointed as the Chapter 7 trustee.

12 Upon the Trustee’s appointment, he was informed that Debtor’s insurance premium finance  
13 company and insurance broker had not been paid in full and that the Debtor’s insurance policies  
14 were at risk of cancellation.

15 The Trustee has requested that the Debtor immediately produce a report pursuant to FRBP  
16 1019 regarding post-petition debts. On June 25, 2021, as Dk. No. 126, the FRBP 1019 report was  
17 filed by Debtor.

18 In the course of the Chapter 11 case, Debtor as a debtor-in-possession sought to market and  
19 sell the Properties. No sale motion was ever filed. The Trustee is investigating whether a sale of the  
20 Properties is feasible at this point and whether and to what extent to pursue marketing and sale  
21 efforts for the Properties. There are currently parties expressing interest in the Properties including  
22 the Riboli family (owners of the San Antonio Winery) who are conducting extensive due diligence at  
23 the Live Oak Property.

24 **A. Farm Management Agreement and Proposed Operations**

25 On July 27, 2021, the Trustee personally visited and toured the Properties with Mr. Coddington.  
26 The Trustee personally discussed options with Mr. Coddington regarding the continued maintenance of  
27  
28

1 the Properties and the crops growing on the Properties.<sup>1</sup> The Trustee concluded in his business  
2 judgment that while Mr. Coddington may not have understood all of the best practices in connection  
3 with a Chapter 11 bankruptcy case but now believes that Mr. Coddington will work in earnest for the  
4 benefit of the Estate. The Trustee believes that Mr. Coddington is the best situated person to supervise  
5 the Fall 2021 harvest of the currently-growing crop, because he has the most institutional knowledge  
6 of the current crop. A true and correct copy of the crop estimated yields as of August 5, 2021  
7 prepared by Mr. Coddington is attached to the Declaration of LeRoy Coddington (“Coddington Declaration”)  
8 as Exhibit “3.”

9 Furthermore, pursuant to the farm management agreement (previously defined as  
10 “Agreement”) personally drafted, edited, and negotiated by the Trustee, Mr. Coddington agreed to pay  
11 for all operating expenses up front at no expense to the Estate. Thus, all of the financial risk in  
12 continued operations will be borne by Mr. Coddington. A true and correct, executed copy of the  
13 Agreement is attached to the Declaration of Richard A. Marshack (“Marshack Declaration”) as  
14 Exhibit “1.”

15 If Operator fails to procure and maintain adequate insurance, or fails in any other way to  
16 properly maintain and cultivate the crops, the Trustee will terminate the Agreement and remove  
17 Operator.

18 Also on July 27, 2021, Mr. Coddington signed (on behalf of Rabbit Ridge) a stipulation for  
19 turnover of the San Marcos Property acknowledging the Trustee’s sole right of possession and  
20 control. A separate copy of the turnover stipulation will be filed by the Trustee.

21 As stated in the Agreement, Operator projects that gross revenue from the sale of the current  
22 crop is \$723,000 and projects that expenses will be \$400,000. The Agreement provides that Operator  
23 will be entitled to 5% of the net profit (discussed as the difference between the gross revenue and  
24 only the direct expenses incurred to complete the harvest such as utilities, labor, and supplies).  
25 Operator will not be compensated other than through a percentage of the net proceeds – Operator  
26 shall not collect any salary.

27  
28 <sup>1</sup> Pictures of the crop currently growing on the Properties which were taken by Mr. Coddington and a  
diagram of the crop locations are collectively attached to the Coddington Declaration as Exhibit “2.”

1 **3. Legal Argument**

2 “The court may authorize the trustee to operate the business of the debtor for a limited  
3 period, if such operation is in the best interest of the estate and consistent with the orderly liquidation  
4 of the estate.” 11 U.S.C. § 721.

5 **A. There is good cause for the Court to allow continued operation**  
6 **of the Debtor’s business.**

7 Under Section 721, the bankruptcy court may authorize the debtor’s business to be operated  
8 in a Chapter 7 case “where the interim operation of the debtor’s business is in the best interest of the  
9 estate and consistent with the orderly liquidation of the estate.” COLLIER ON BANKRUPTCY ¶ 721.02  
10 (16th ed. 2020) (citing *In re Brints Cotton Mktg., Inc.*, 737 F.2d 1338, 1342 n.7 (5th Cir. 1984)); *see*,  
11 *e.g.*, *In re Quarter Moon Livestock Co. Inc.*, 116 B.R. 775, 782 (Bankr. D. Idaho 1990) (trustee’s  
12 request to operate cattle ranch business until autumn to “roundup and sell the cattle herd” granted);  
13 *see also Nakhuda v. Mansdorf (In re Nakhuda)*, 2015 Bankr. LEXIS 649 at \*5-7 (B.A.P. 9th Cir.  
14 2015). Additionally, “if the sudden termination of the debtor’s business would cause great hardship  
15 to the general public or innocent third parties, authorization of the chapter 7 trustee to operate the  
16 debtor’s business at a loss might be appropriate.” COLLIER ON BANKRUPTCY ¶ 721.02 (16th ed.  
17 2020).

18 The Office of the United States Trustee has set forth the following five factors which a  
19 trustee must consider when determining whether continued operation is in the best interest of the  
20 Estate:

- 21 “1. Whether operating the business will result in an operating loss;
- 22 2. The tax consequences of operating the business;
- 23 3. The costs necessary to bring the business within compliance of local laws to the extent
- 24 local laws do not conflict with the Bankruptcy Code;
- 25 4. Potential liabilities and claims against the estate and the trustee which may arise from
- 26 the operation of the business; and
- 27 5. The length of time the business will be operated.”

28 United States Dep’t of Justice, Handbook for Chapter 7 Trustees page 4-30 (eff. October 1, 2012).



Each of these factors will be addressed in turn. After analysis of all options and the relative benefit and liabilities to the Estate, there is good cause for the Court to authorize the Trustee to operate the Debtor's business for a limited time and as set forth in this motion.

**i. There is no anticipated operating loss for the operation of the Debtor's business.**

The Trustee in this case is relying heavily on the projections of Operator regarding the estimated revenues and expenses for completing the harvest. Operator is best-situated as the prior management of the Debtor and the farmland to project the anticipated revenue, expense, and profit to complete the growing process and harvest the current crop. A true and correct copy of the projected operating budget through October 2021 is attached to the Declaration of LeRoy Coddington ("Coddington Declaration") as Exhibit "2."

The operating budget is reproduced below in full:

Cost item	Amount	Running total
Farm Labor	\$123,500	\$123,500
- \$12,000/month for tending vineyards		
- \$350/ton labor contractor to harvest		
Workers' compensation insurance	\$6,000	\$129,500
Power & Water Utilities	\$22,000	\$151,500
Well service & maintenance	\$20,000	\$171,500
Nutrients	\$8,000	\$179,500
Licensing	\$1,200	\$180,700
Equipment maintenance	\$10,000	\$190,700
Previously expended cultivation costs <sup>2</sup>	\$284,000	\$474,700

All of the expenses in the operating budget will be borne solely by Operator. Also, pursuant to the Agreement, Operator has agreed to cap his reimbursements for expenses at \$400,000. Thus,

<sup>2</sup> To be clear, the Trustee has not approved of payment of, or the amount of, costs expended prior to the Agreement. This is an open issue.

1 based on Operator's own projections, he may be personally absorbing a substantial loss in order to  
2 complete the harvest and generate anticipated gross proceeds of \$811,700. Thus, there is an  
3 anticipated net benefit of \$411,700 over reimbursed expenses to the Estate. Operator shall only be  
4 reimbursed any expense if and when the crop is sold and only from crop proceeds.

5 **ii. There are no additional anticipated tax consequences for**  
6 **operating the business which would render operations**  
7 **prohibitive.**

8 Debtor merely owns real properties. As such, there are property taxes which are accruing on  
9 the Properties and must be paid from the Estate. Also, when selling the crop, the Trustee is informed  
10 that there are no sales taxes or duties on the sale of the crop. Therefore, there are no tax  
11 consequences associated with and flowing from the Trustee's proposed operation of the farming  
12 business.

13 **iii. No known regulatory issues exist which would result in**  
14 **extraordinary costs to comply with local laws – ordinary**  
15 **operating expenses will include regulatory fees.**

16 Operator has informed the Trustee that the only regulatory requirements for farming the land  
17 are to obtain a grower's license and a pest control application license from local or state authorities.  
18 The Trustee is informed that these licenses have already been obtained by Operator and will be  
19 maintained by Operator for the duration of the engagement.

20 **iv. Potential and reasonably anticipated liabilities and claims**  
21 **against the Estate and Trustee which may arise from the**  
22 **limited operation of the business do not exceed operating**  
23 **income.**

24 As an operating business with farm laborers, there will be an inherent risk of workers'  
25 compensation issues and injuries. The business of farming this particular type of crop is not  
26 particularly dangerous and Operator has committed to obtaining satisfactory insurance which will  
27 insure and cover any incidence of foreseeable injury. Included in Operator's budget is worker's  
28 compensation insurance which will provide coverage for the laborers.

1                   **v.       The proposed length of operation for farming operations on**  
2                   **the Properties is limited to an approximate three-month period**  
3                   **to complete the Fall 2021 harvest.**

4                   The Trustee does not request authorization to operate for an extended period of time.  
5                   Authorization to operate is only requested through the end of the Fall 2021 harvest, which is  
6                   anticipated to be completed by end of October 2021. The requested relief is appropriate and  
7                   consistent with the Trustee's statutory duty to maximize the value of the Estate. *See, e.g., In re*  
8                   *Quarter Moon Livestock Co.*, 116 B.R. 775, 782 (Bankr. D. Idaho 1990) (trustee authorized to  
9                   operate "until fall to roundup and sell the cattle herd, and to maintain the livestock until that time.").  
10                  Because proceeds of the crops will be used to substantially pay down the debt owed to FCW,  
11                  completing this year's harvest is necessary and appropriate in the Trustee's business judgment.

12                  **B.       The Trustee's Operation of the Properties is Consistent with**  
13                  **their Orderly Liquidation.**

14                  Because the Properties are marketed to buyers in the winery industry, the proof of concept  
15                  that grapes can actually be successfully grown on the Properties is crucial to the Trustee's marketing  
16                  efforts, especially with regard to the Live Oak Property. In fact, vines are currently being grown on  
17                  each of the three Properties and must be maintained on a regular basis to prevent the vines from  
18                  withering and dying, and the crops being ruined by neglect. Operator's maintenance of the current  
19                  vines will facilitate the sale to any interest buyer, because the soil will be maintained and will not be  
20                  subject to simply eroding away with the wind. In addition to Operator's maintenance of the crops, he  
21                  has been extremely cooperative with the Trustee's administration and has been instrumental in  
22                  facilitating the due diligence of various buyers on the Properties. The Trustee considers Operator's  
23                  expertise and availability to be crucial to his successful administration of Estate assets. Finally,  
24                  constant maintenance of the crops will reduce the fire risk to the Properties because the vines will  
25                  not be dry, dead and flammable.

**C. All income, which constitutes FCW's cash collateral, will be segregated and shall not be used absent consent or further court order.**

"The trustee may not use, sell, or lease cash collateral... unless – (A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c); *see United States Dep't of Agriculture v. Hopper (In re Colusa Regional Medical Center)*, 604 B.R. 839, 859-61 (B.A.P. 9th Cir. 2019) (discussing implied consent to use of cash collateral). After-acquired assets and proceeds traceable to collateral may also be subject to a secured creditor's duly perfected lien. *See* Cal. Comm. Code § 9204; *see also, e.g., Qmect, Inc. v. Burlingame Capital Partners II, L.P.*, 373 B.R. 682, 686-87 (N.D. Cal. 2007). "[T]he key consideration in deciding whether to allow the use of cash collateral is whether the secured creditor's interest is adequately protected." *Security Leasing Partners, LP v. ProAlert, LLC (In re ProAlert, LLC)*, 314 B.R. 436, 444 (B.A.P. 9th Cir. 2004).

In this case, FCW has not expressly consented to the use of its collateral or cash collateral to pay for any operating expenses whatsoever. Before the crop is finally harvested and the benefit to FCW is determined, the Court may not have all of the facts it needs to determine whether any expenses can be charged against FCW's collateral (including the proceeds of crop, which are cash collateral). Provided that Mr. Codding's projections are correct and there is a substantial amount of proceeds resulting from the harvest and sale of the current crop, the proceeds will not be disbursed unless either: (1) FCW consents, or (2) the Court enters an order specifically authorizing any disbursements over FCW's objection. Pursuant to the Agreement, all gross proceeds must be paid directly to the Trustee without deduction.

Here, the value of FCW's collateral will be greatly diminished in value if the Properties are completely abandoned and all of the crops are allowed to wither and die. It is not subject to reasonable dispute that dead, dry plants are at the greatest risk of fire, and that dead plants will result in great waste and removal costs to any eventual purchaser of the Properties. Furthermore, as shown in the pictures and projections from Operator, there is currently over two hundred tons of grapes

growing on the Properties which would be completely wasted if they were not being maintained. The Debtor has no money to fund operations and unless the Court enters an order authorizing operations pursuant to 11 U.S.C. § 721, with reimbursement of actual, reasonable expenses, FCW's collateral will drastically decrease in value. Thus, the Court should enter an order authorizing the use of cash collateral solely to pay and reimburse expenses from the proceeds of crop.

#### **4. Conclusion**

Based upon the foregoing, the Trustee respectfully submits that good cause exists for granting the Motion and respectfully requests that the Court enter an order as follows:

1. Approving the farm operator agreement attached to the Marshack Declaration as Exhibit "1" and authorizing the Trustee to operate the Debtor's business for the limited purpose of completing the Fall 2021 harvest pursuant to 11 U.S.C. § 721;

2. Authorizing the Trustee to operate the Properties to the extent necessary to complete the fall 2021 harvest, with such authorization to terminate at the earliest of: (a) the completion of the fall 2021 harvest October 31, 2021;

3. Authorizing the Trustee to cancel all currently existing grape sales agreements and to renegotiate all such agreements;

4. Directing the proceeds of all sales of crop to be paid directly to the Estate and authorizing the Trustee to receive and hold all gross proceeds of the sale of any crop from the Properties pending further order of the Court;

5. Authorizing the Trustee to, upon receipt of proceeds from the sale of crop, use cash collateral to pay and reimburse actual and reasonable expenses incurred for harvesting and selling the grapes, and including any utility payments and insurance costs for the three Properties; and For such other and further relief as the Court deems just and proper.

DATED: August 9, 2021

MARSHACK HAYS LLP

/s/ Tinh Mang

By:

D. EDWARD HAYS

TINHO MANG

Attorneys for Chapter 7 Trustee

RICHARD A. MARSHACK

**Declaration of Richard A. Marshack**

I, RICHARD A. MARSHACK, declare and state as follows:

1. I am the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Northern Holding, LLC ("Debtor").

2. I am an individual over 18 years of age and competent to make this declaration.

Except as set forth as matters of judicial notice, I have personal knowledge of the matters set forth in this Declaration, and if called upon to do so I could and would competently testify to these facts.

3. All terms not defined herein are used as they are defined in the Motion.

4. I conducted the meeting of creditors pursuant to 11 U.S.C. § 341(a) on July 13, 2021. At this meeting, Lee Coddling appeared as the representative for the Debtor and testified on behalf of the Debtor.

5. Because the Properties and the crops growing there require daily maintenance, Mr. Coddling has been supervising the tending of the crops without prior expectation of reimbursement and I am informed that he also has advanced over \$280,000 in costs to date without any revenues. I have been coordinating my marketing efforts in part through Mr. Coddling, who has been instrumental in answering questions from the interested buyer parties and showing the Properties to the buyers, along with my brokers. Based on my conversations with Mr. Coddling, I believe that he is motivated to see the fall 2021 harvest completed and he has committed to advancing all expenses to complete the harvest. I personally drafted, revised, and negotiated the farm operator agreement with Mr. Coddling and he signed the operator agreement in my presence. A true and correct copy of the farm operator agreement is attached as Exhibit "1."

6. On July 27, 2021, I personally toured the Properties along with my proposed farm operator Lee Coddling (who acted as my tour guide and provided me with all information related to crop cultivation and production). Mr. Coddling had deep knowledge and expertise regarding the Properties and the crops growing on the Properties. I believe that his familiarity with the crops on the Properties is essential to a successful harvest this year. No other party or secured or unsecured creditor has proposed an alternative to retaining prior management to complete the harvest. Additionally, the Riboli parties are not interested in taking over current farming operations, which I

1 am informed are substantially different from the method by which the Riboli parties would grow  
2 crop. I am informed that the harvest will begin in September and will end in October. The Estate has  
3 no reasonable alternative to hiring Mr. Coddling if we are to complete the harvest this year.

4 7. When I toured the Properties, a significant amount of the vines appeared to be  
5 healthy, but a substantial portion also appeared somewhat less healthy, which I am informed was due  
6 to a lack of funds available to properly maintain the crops. In my business judgment, it is extremely  
7 important that the crops be adequately maintained.

8 8. Mr. Coddling informed me that he expects and projects the crops to result in gross  
9 revenues of around \$800,000 by the end of harvest, and agreed to be reimbursed expenses. Thus,  
10 according to Mr. Coddling, the harvest of crop is anticipated to generate proceeds of at least double  
11 the expenses. Because Mr. Coddling as the operator has agreed to advance all costs of farming and to  
12 procure and maintain adequate insurance, the Estate will not be bearing the financial risk of the  
13 farming operations.

14 9. Provided that the harvest generates substantial revenues in excess of expenditures, I  
15 believe that it is necessary and appropriate for the harvest to be completed in order to pay down the  
16 secured debt owed to Farm Credit West.

17  
18 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
19 August 9, 2021.



RICHARD A. MARSHACK

**Declaration of Leroy Coddington**

I, LEROY "LEE" CODDINGTON, declare and state as follows:

1. I am the managing member of Northern Holding, LLC ("Debtor").

2. I am an individual over 18 years of age and competent to make this declaration.

Except as set forth as matters of judicial notice, I have personal knowledge of the matters set forth in this Declaration, and if called upon to do so I could and would competently testify to these facts.

3. All terms not defined herein are used as they are defined in the Motion.

4. I am the Trustee's chosen operator for to complete the cultivation and harvest of crops at the Debtor's properties, including the Live Oak Property, the San Marcos Property, and the Texas Road Property. There are crops growing on all three properties, but the majority of the crops are currently being grown at Live Oak.

5. Below is a table showing all my estimated expenses for the successful completion of the harvest. Prior to entering into the Agreement and termination of the lease between Debtor and Rabbit Ridge, I expended an additional \$284,000 for costs of cultivation and crop maintenance.

Cost item	Amount	Running total
Farm Labor	\$123,500	\$123,500
- \$12,000/month for tending vineyards		
- \$350/ton labor contractor to harvest		
Workers' compensation insurance	\$6,000	\$129,500
Power & Water Utilities	\$22,000	\$151,500
Well service & maintenance	\$20,000	\$171,500
Nutrients	\$8,000	\$179,500
Licensing	\$1,200	\$180,700
Equipment maintenance	\$10,000	\$190,700

///

///



1           6.       A true and correct copy of pictures that I took of the currently growing crop as of  
2 August 2021, and a diagram of the growing areas that I personally prepared is attached as Exhibit  
3 “2.”

4           7.       A true and correct copy of my crop yield estimates as of August 5, 2021 is attached as  
5 Exhibit “3.”

6           8.       I have over 28 years of experience in the wine business. I graduated in 1993 from Cal  
7 Poly with a degree in agricultural business and a concentration in wine marketing. I grew up in a  
8 farming family and have been involved in farming for nearly my entire life. I am well-qualified to  
9 supervise the cultivation and harvest of the crop currently growing on the Properties. The estimates  
10 that I have provided to the Trustee are based on my 28 years’ expertise and education in the wine  
11 production industry, and I believe that they are accurate to a high degree. A true and correct copy of  
12 my resume is attached as Exhibit “4.”

13          9.       I personally discussed and negotiated with the Trustee regarding the farm  
14 management agreement which is attached to Mr. Marshack’s declaration as Exhibit “1.” I am  
15 committed to completing the Fall 2021 harvest and advancing all costs, provided that I am  
16 reimbursed pursuant to the terms of the Agreement. If I am permitted to receive reimbursement of  
17 reasonable expenses incurred, I have agreed that the total amount of reimbursed expenses will be  
18 limited to \$400,000, which includes the \$190,700 in projected future expenses. I have also agreed to  
19 compensation to me pursuant to the Agreement of 5% of the net revenue. I understand that all  
20 proceeds from the sale of crop must be directed to and turned over to the Trustee.

21          10.      I have been intimately involved in the daily farming operations of the Debtor since  
22 the bankruptcy filing, including that I have rented housing in the local area so I can be more  
23 accessible to the Properties and supervise them daily. I am deeply committed to seeing that the  
24 harvest is completed and I fully support the Trustee’s marketing efforts and I will continue to do so,  
25 including providing information to interested purchasers upon request. I also provided a tour of the  
26 Properties to the Trustee on July 27, 2021 and have been personally involved with negotiating with  
27 Erich Russell and his family to secure a voluntary turnover of the Live Oak Property.  
28

1 11. I have obtained a grower's license and a pest control application license and will  
2 maintain such licensing. I will procure and maintain adequate workers' compensation insurance.

3 12. In October 2020, I on behalf of Rabbit Ridge Wine Sales, Inc. executed a document  
4 entitled "Scope of Work: Russell/Rabbit Ridge: Founder Roles" where Mr. Erich Russell and Mrs.  
5 Joanne Russell were contracted by Rabbit Ridge for consulting services in exchange for a consulting  
6 fee of \$15,000 per month in cash and "12,000 value of residential lease on Russell Live Oak Villa."  
7 The only parties to that agreement were Rabbit Ridge, Erich Russell, and Joanne Russell. To be  
8 clear, none of the proceeds that will be received from the harvest and sale of the grapes discussed in  
9 the motion and budget will be used to fund any obligation or reimburse any expense owed to Mr.  
10 Erich Russell or Mrs. Joanne Russell.

11  
12 I declare under penalty of perjury that the foregoing is true and correct. Executed on August  
13 9, 2021.

14   
15 LEROY LODDING

REQUEST FOR JUDICIAL NOTICE

RICHARD A. MARSHACK, in his capacity as Chapter 7 Trustee (“Trustee”) of the Bankruptcy Estate (“Estate”) of Northern Holding, LLC (“Debtor”), through his attorneys, Marshack Hays LLP, hereby requests pursuant to Federal Rule of Evidence 201, that this Court take judicial notice of the following documents to be considered in connection with Trustee’s motion to approve a farm operator agreement and for an order authorizing the Trustee to operate the Debtor’s business for the limited period of time and for the sole purpose of completing the harvest of the current crop of fruit growing on Debtor’s land:

	JUDICIALLY NOTICED DOCUMENT
5	A true and correct copy of LLC filing statement for Debtor as a Minnesota LLC – Minnesota Secretary of State file number 486524600029.

DATED: August 9, 2021

MARSHACK HAYS LLP

/s/ Tinho Mang

By:

D. EDWARD HAYS

TINHO MANG

Attorneys for Chapter 7 Trustee

RICHARD A. MARSHACK

# **EXHIBIT 1**

## Farm Operator Agreement 2021

July 26, 2021

Richard Marshack, Bankruptcy Trustee and Leroy Coddington agree to the following terms whereby the estate retains Coddington to manage certain operations relating to Northern Holding, LLC assets now in possession of Richard A. Marshack, Chapter 7 Trustee ("Trustee") for Northern Holding, LLC ("Debtor"). The parties to this agreement are the Trustee, on the one hand, solely in his capacity as the Chapter 7 trustee, and Leroy Coddington ("Operator or Coddington"), on the other hand.

Term: August 1, 2021 to **October 10**, 2021. Term may be extended only by mutual agreement by the parties for no more than 30 days.

### Scope of Retention:

Coddington is retained by Trustee for the following purposes:

1. To maintain the crops including watering, fertilizing and otherwise caring for the crop as a good and prudent operator trying to cost efficiently maximize production of grapes.
2. Take all steps which are reasonable to maintain and increase the value of the soil and the crops.
3. Keep all irrigation systems working and fully functional.
4. Harvest (pick) grapes when timing is appropriate to receive maximum value but no later than termination of this agreement.
5. Maintain good and proper practices including taking prudent care of the orchard/soil/vines including pest control and irrigation and maintain perimeter fencing.
6. Cancel any and all existing purchase contracts for the grapes and present new contracts to Trustee for execution. New contracts shall be at fair market value and the seller shall be "Richard Marshack, Bankruptcy Trustee".
7. All revenue shall be made payable solely to "Richard Marshack, Bankruptcy Trustee".
8. Coddington shall be permitted to subcontract the labor from employees of Rabbit Ridge Wine Sales Inc. Coddington to provide proof of workers compensation insurance and other required insurances and compliance with tax withholdings obligations.
9. At harvest Coddington, if permitted by law and in accordance with the law, may retain outside labor contractor to pick the crop.
10. Coddington to advance all costs and expenses necessary to carry out the terms of this contract and will be reimbursed reasonable expenses from the proceeds of the crop. Coddington to provide Trustee a weekly list of expenses.
11. Coddington estimates that gross revenue will be \$723,000 and estimates the expenses to be approximately \$400,000. Coddington to receive compensation of 5% of the net profit.
12. Coddington to comply with all state and federal and municipal laws including labor laws, taxation laws, permits and licensing laws.

RAM

Access

Trustee grants Operator limited access (as described below) to and use of Debtor's vineyards and other assets set forth in Exhibit "A" solely for the purpose of growing, tending, and harvesting grapes and carrying out the obligations set forth above.

Operator agrees and understands they are not to remove or work with any casks or bottles or cases of wines or any other personal property. Further Operator shall not use any equipment or inventory.

Trustee allows Operator reasonable access to and use of Debtor's vineyards located at 1172 San Marcos Rd., 2380 Live Oak Rd., and Texas Road (APN No. 027-0145-022) in Paso Robles, California, solely to the extent carry out the above obligations on the permitted land. No access shall be allowed to Operator for any other reason and no access shall be allowed to Operator to any other asset or aspect of the real properties except with express written permission of the Trustee.

Access does not equate to possession. Trustee has possession and authority over of all assets of the Debtor, including real estate, improvements and equipment. Access may be revoked upon written notice from the Trustee. Operator will bear cost outlay for all farming expenses including labor, cultural costs etc. Operator shall maintain satisfactory and adequate insurance at all times for operations and provide proof of insurance to the Trustee, at Operator's own expense. Operator shall procure and maintain at his own cost all insurance contracts which are customary for the type and extent of work contemplated in this agreement.

Miscellaneous Terms

Operator shall cancel all existing grape sales agreements including any grape sale agreements between Rabbit Ridge Corporation and third-party purchasers and shall reissue such agreements for the benefit of the Estate, payable to the Trustee. In other words, all gross proceeds from the sale of crops grown on the Properties shall be paid directly to the Trustee. All crop sale agreements are subject to review and recommendation by Kevin Otus, and approval of the Bankruptcy Court, if necessary. The Parties acknowledge that all crops and their proceeds may be subject to the lien rights of Farm Credit West, FCLA.

Trustee may terminate this agreement or assignment of the rights created under this agreement at any time and for any reason and without any notice.


This agreement does not establish or constitute any ongoing obligation between the parties beyond the successful completion of 2021 harvest.

This agreement is subject to approval of the United States Bankruptcy Court. In the event of any inconsistency between an order of the Court and this agreement, the Court's order shall control.



The written terms of this agreement constitute the entire agreement between the parties. All prior oral statements, discussions, and written communications have been incorporated into this agreement and there is no agreement other than what is stated herein. If a term is missing or needs to be modified or there is a material issue that is prudent to add or delete, then either party may petition the court by motion and the court may supplement this agreement for good cause shown and if beneficial to the bankruptcy estate. All parties agree that if there is a dispute it can be raised with the court and addressed by motion under rules established by the court to insure fairness.

Dated: July 27, 2021



**Richard Marshack,  
In his capacity as the Chapter 7  
Trustee  
of Northern Holdings, LLC.  
c/o MARSHACK HAYS LLP**

**870 Roosevelt  
Irvine, CA 92620**

Dated: July 27, 2021



**Leroy "Lee" Coddling  
179 Niblick Rd. Box 406  
Paso Robles CA 93446**

## **EXHIBIT 2**



































































































TEXAS GRAPE VARIETAL LIST	
Field #1 (Black)	
1.	Merlot (RP)
2.	Merlot (RP)
3	Merlot (RP)
4.	Merlot (RP)
5	Merlot (RP)
6.	Merlot (RP)
7.	Merlot (A) / Sangiovese (B) / (RP)
8.	Zinfandel (North) / Merlot (South) / (RP)
9.	Mourvedre
10.	Grenache

TEXAS GRAPE VARIETAL LIST	
Field #2 (Red)	
1.	Zinfandel
2.	Merlot
3	Merlot
4.	Merlot
5	Merlot

\* (RP) = Ready For Replant

\* (A)= East

\* (B)= West

TEXAS GRAPE VARIETAL LIST	
Field #3 (Blue)	
1.	Zinfandel
2.	Zinfandel (South) / Grenache Blanc (North)
3.	Zinfandel (South) / Grenache Blanc (North)
4.	Zinfandel
5.	Zinfandel
6.	Cabernet
7.	Petit Sirah
8.	Petit Sirah
9.	Primitivo / Zinfandel
10.	Grenache (North / Viognier (South)
11.	Syrah
12.	Grenache
13.	Mourvedre

TEXAS GRAPE VARIETAL LIST	
Field #4 (Green)	
1.	Petit Verdot
2.	Petit Verdot
3.	Grenache (South) / Petit Sirah (North)
4.	Petit Sirah (RP)

\* (RP) = Ready For Replant



## SAN MARCOS GRAPE VARIETAL LIST

### Field #1 (Black)

1. Cabernet (RP)
2. Sauvignon Blanc / Muscat (RP)
3. Syrah
4. Syrah
5. Zinfandel
6. Zinfandel
7. Sauvignon Blanc (RP)
8. Cabernet (RP)
9. Cabernet (RP)

## SAN MARCOS GRAPE VARIETAL LIST

### Field #2 (Red)

1. Petit Sirah (RP)
2. Petit Sirah (RP)
3. Petit Sirah (RP)
4. Syrah (RP)
5. Zinfandel
6. Zinfandel
7. Zinfandel
8. Zinfandel

\* (RP) = Ready For Replant

SAN MARCOS GRAPE VARIETAL LIST
-----------------------------------

Field #3 (Blue)
-----------------

- |                          |
|--------------------------|
| 1. Zinfandel             |
| 2. Zinfandel / Primitivo |
| 3. Zinfandel / Primitivo |
| 4. Zinfandel / Primitivo |

SAN MARCOS GRAPE VARIETAL LIST
-----------------------------------

Field #4 (Green)
------------------

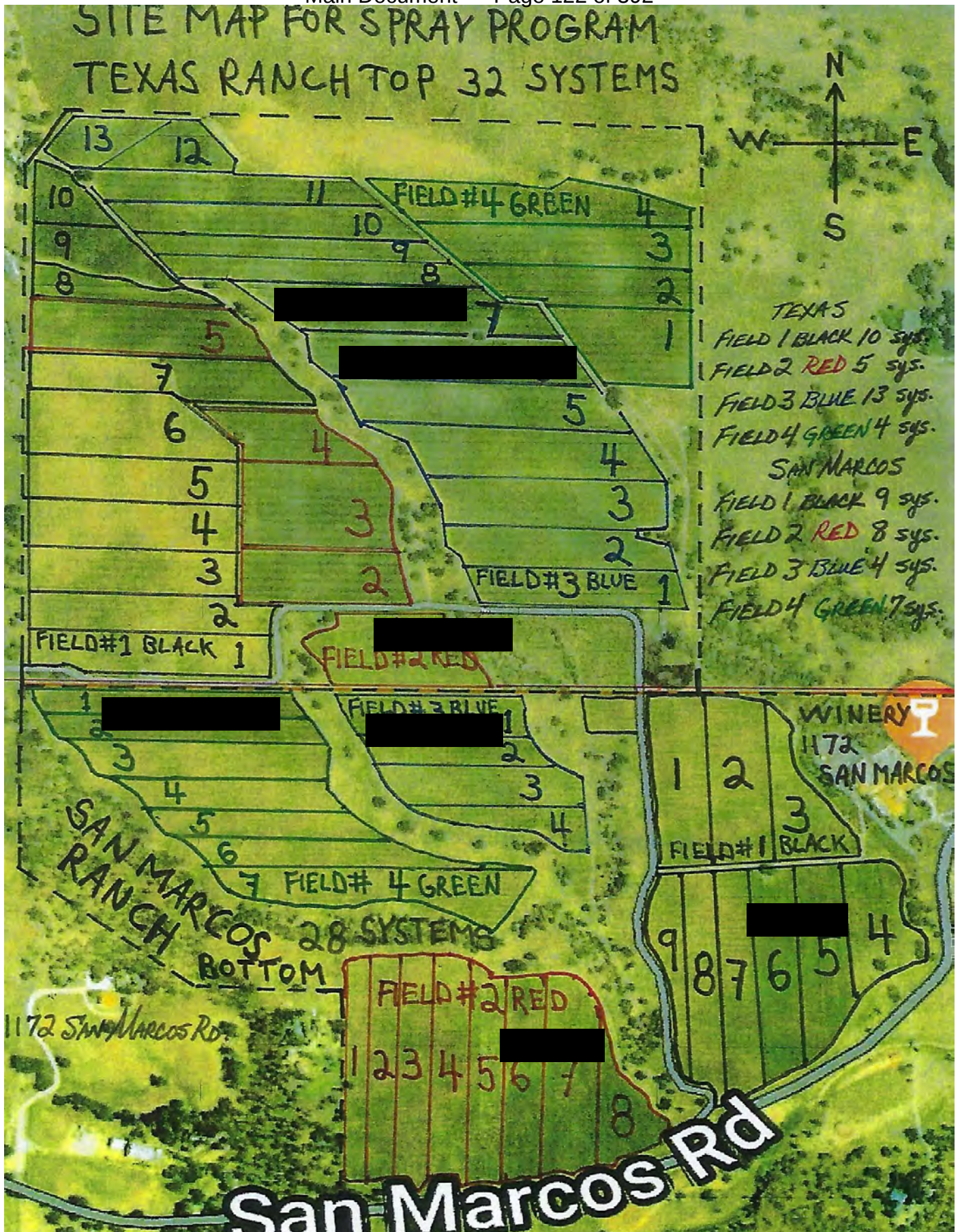
- |                                       |
|---------------------------------------|
| 1. Primitivo / Zinfandel              |
| 2. Primitivo / Zinfandel              |
| 3. Cabernet (RP)                      |
| 4. Petit Sirah / Sauvignon Blanc (RP) |
| 5. Sangiovese (RP)                    |
| 6. Cabernet (RP)                      |
| 7. Cabernet (RP)                      |

\* (RP) = Ready For Replant











**EXHIBIT 3**

NHC Crop Estimates 2021

	2021		Updated 8-5 LC			
Blocks	Yield	Price/ Ton				
<u>Texas Road</u>	Tons (Estimated)	Anticipated	Extended Gross		Tons "committed" 7/30	Tons "committed" 8/5
Cabernet	25	\$2,800	\$70,000		0	12
Petite Sirah	15	\$2,200	\$33,000		all	all
Zinfandel	18	\$2,000	\$36,000		0	0
<u>San Marcos</u>						
Zinfandel	40	\$2,200	\$88,000		0	0
Primitivo	19	\$1,800	\$34,200		0	20
			\$261,200			
<u>Live Oak</u>						
Chardonnay	5	\$3,500	\$17,500		5	5
Cabernet (new)	0	\$5,000	\$0		n/a	n/a
Rousanne	5	\$3,500	\$17,500		3	3
Viognier	4.5	\$3,500	\$15,750		3	3
Syrah (producing)	38	\$5,000	\$190,000		20	20
Cabernet Franc	5	\$5,000	\$25,000		3	5
Mourvèdre	3	\$5,000	\$15,000		3	3
Petite Verdot	6	\$5,000	\$30,000		5	5
Tempranillo	2	\$5,000	\$10,000			2
Petit Sirah	3	\$4,000	\$12,000		3	3
Cabernet Sauvignon (producing)	65	\$3,350	\$217,750		50	60
<b>Total Yield</b>	253.5		\$550,500			
<b>Revenue</b>			\$811,700			



## **EXHIBIT 4**

## Lee Coddling

Orange, Calif

e lecoddlingiv@icloud.com m 952/220-8216

**Objective:** To provide cross-functional leadership and collaboration for management teams of dynamic wine business ventures with a focus on asset optimization and brand development to build value, return on investment and successfully realized vision for ownership.

### **Founder/ Managing Partner/ Chief Strategist/ GM,** Fluid Advisors, LLC 2012-present

- Managing partner of Fluid Wine Advisors; strategic and finance innovation for the wine trade.
- Client-based finance, facility planning, finance and marketing for clients such as Loring, Sanger Wines, Alma Rosa Vineyard, Metro Wine Marketing, REPAMI S.A. de C.V. and WarRoom Ventures among others.
- Fractional General Manager- interim project basis:
  - o Restructuring production, vineyard cap-ex plan and budgets.
  - o Revision and implementation of channel plan and staffing plan for Wholesale, Export and DTC.
  - o Concept and execution of strategic plans for sustainable profitability.
  - o Perform CFO duties and manage assignment to network of outsourced third party specialists.
- Development of business plans, third party funding (equity and debt) and capital expenditure budgets.
- Built international portfolio with partners, including marketing and pricing plans for EU, ZA and South America.

### **General Manager/ Senior Vice President,** World Class Wines, Inc. 2007-2012

- Lead senior multi-disciplinary management team for business strategy, sales, finance and operations.
- Managed portfolio team to optimize sales (up 30% in 3 years) and best on record GP.
- Ran supplier relations including Eurpoevin, Winebow, CIV, Cristalino, small wineries and DI (Spain, Italy, France).
- Responsible for direct reports running departments of sales, portfolio, operations, administration.
- Spearheaded positioning for sale of business and guided M&A process/ cross-functional integration team.

### **Vice President/ Director of Marketing & Sales,** Talbott Vineyards 2001-2007

- Ran national and international sales for distributor network in USA and export markets.
- Responsible for production planning, vineyard P&L, costing, forecasting and financial returns.
- Served on cross-functional executive management team of Robert Talbott, Inc.
- Responsible for all aspects of marketing and PR agency relationship management.
- Managed direct-to-consumer sales team, marketing plan and implementation.
- Winery trade channel sales grew 300% during this period.

### **Director, Trade Development,** Wine.com 1999-2001

- Responsible for department running portfolio management for all suppliers both import and domestic.
- Developed structure, hired, and ran department of 24 in entrepreneurial environment.

### **Regional Manager,** Frederick Wildman and Sons, Ltd. 1998-1999

- Responsible for distributor management relationships in 3 western states.
- Primary responsibility for programming, pricing, inventory and management.

### **Field Market Manager,** E&J Gallo Winery 1997-1998

- Ran field sales territory in San Francisco Bay Area with Wine Warehouse sales team.
- Helped integrate distinct sales efforts and cultures.

### **Wine Sales Consultant,** Wine Warehouse 1994-1997

- Ran sales territory in San Francisco on/off trade including key accounts.
- Developed sales, service and fine wine knowledge via formal training and personal interest.

**Interests:** Attending and contributing at children's sports and activities, PTO executive committee, Women's LAX Board, Cub Scout executive committee, various charitable fundraising efforts, alpine skiing, fine wine and spirits appreciation, fishing, boating, travel, hiking, gardening, writing, food, cooking, music.

**Education:** California Polytechnic State University, San Luis Obispo  
BS; Agricultural Business, Marketing/ Minor; Speech Communication/ Honors Graduate  
Harvard Business School Extension - Business Analytics Program (WIP)

## **EXHIBIT 5**

## Office of the Minnesota Secretary of State Certificate of Organization

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Northern Holding LLC

File Number: 486524600029

Minnesota Statutes, Chapter: 322B

This certificate has been issued on: 04/30/2012



*Mark Ritchie*

Mark Ritchie  
Secretary of State  
State of Minnesota

**Office of the Minnesota Secretary of State**  
**Minnesota Limited Liability Company/Articles of Organization**  
*Minnesota Statutes 322B*



**The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Organization:**

**ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:**

**Northern Holding LLC**

**ARTICLE 2 - REGISTERED OFFICE and AGENT:**

Name

Address:

**Leroy E Coddington**

**5309 Wooddale Ave Edina MN 55424 USA**

**ARTICLE 3 - DURATION: PERPETUAL**

**ARTICLE 4 - ORGANIZERS:**

Name:

Address:

**Leroy E Coddington**

**5309 Wooddale Ave Edina MN 55424 USA**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

***By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.***

**SIGNED BY: Leroy E. Coddington**

**MAILING ADDRESS: None Provided**

**EMAIL FOR OFFICIAL NOTICES:**

**lecoddington@gmail.com**



**Work Item 486524600029**  
**Original File Number 486524600029**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
**04/30/2012 11:59 PM**

*Mark Ritchie*

Mark Ritchie  
Secretary of State

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **CHAPTER 7 TRUSTEE'S MOTION TO APPROVE FARM OPERATOR AGREEMENT AND FOR ORDER TO OPERATE DEBTOR'S BUSINESS FOR THE LIMITED PURPOSE OF COMPLETING FALL 2021 HARVEST OF CURRENT CROP OF FRUIT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF RICHARD A. MARSHACK AND LEROY CODDING IN SUPPORT; REQUEST FOR JUDICIAL NOTICE**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 9, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On **August 9, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR**

NORTHERN HOLDING, LLC  
ATTN: OFFICER, A MANAGING OR  
GENERAL AGENT, OR TO ANY OTHER  
AGENT AUTHORIZED BY APPOINTMENT  
OR LAW TO RECEIVE SERVICE  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

**INTERESTED PARTY**

LEE CODDING  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

**U.S. TRUSTEE**

UNITED STATES TRUSTEE (SA)  
411 W FOURTH ST., SUITE 7160  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 9, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY: PRESIDING JUDGE'S COPY**

HONORABLE MARK S. WALLACE  
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA  
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE  
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 9, 2021 Layla Buchanan

Date

Printed Name

/s/ Layla Buchanan

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **ATTORNEY FOR U.S. TRUSTEE (SA):** Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Tinho Mang tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **ATTORNEY FOR INTERESTED PARTY BANK DIRECT CAPITAL FINANCE:** Elissa Miller emiller@sulmeyerlaw.com, emillersk@ecf.inforuptcy.com; ccaldwell@sulmeyerlaw.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Roksana D. Moradi-Brovia roksana@rhmfir.com, matt@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **ATTORNEY FOR CREDITOR ADLER BELMONT GROUP, INC.:** Paul F Ready tamara@farmerandready.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Matthew D. Resnik matt@rhmfir.com, roksana@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **UNITED STATES TRUSTEE (SA):** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
- **INTERESTED PARTY COURTESY NEF:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

---

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.



## **EXHIBIT 5**

1 D. EDWARD HAYS, #162507  
ehays@marshackhays.com  
2 DAVID A. WOOD, #272406  
dwood@marshackhays.com  
3 TINHO MANG, #322146  
tmang@marshackhays.com  
4 MARSHACK HAYS LLP  
870 Roosevelt  
5 Irvine, CA 92620  
Telephone: (949) 333-7777  
6 Facsimile: (949) 333-7778

7 Attorneys for Chapter 7 Trustee,  
8 RICHARD A. MARSHACK

9 UNITED STATES BANKRUPTCY COURT  
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION  
11

12 In re

13 NORTHERN HOLDING, LLC,

14  
15 Debtor.  
16  
17  
18  
19

Case No. 8:20-bk-13014-MW

Chapter 7

ORDER GRANTING CHAPTER 7  
TRUSTEE'S MOTION TO APPROVE  
FARM OPERATOR AGREEMENT  
AND FOR ORDER TO OPERATE  
DEBTOR'S BUSINESS FOR THE  
LIMITED PURPOSE OF  
COMPLETING FALL 2021 HARVEST  
OF CURRENT CROP OF FRUIT

- EXHIBIT ATTACHED  
(SIGNATURE PAGE)

Hearing:

Date: August 30, 2021

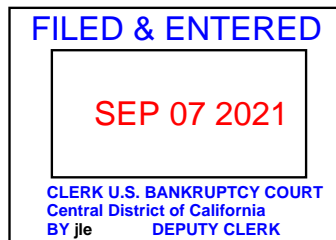
Time: 2:00 p.m.

Place: Courtroom 6C<sup>1</sup>

411 W. Fourth Street  
Santa Ana, CA 92701

23 On August 30, 2021, at 2:00 p.m., the unopposed motion (the "Motion") for entry of an  
24 order approving motion to approve a farm operator agreement and for an order authorizing the  
25 Trustee to operate the Debtor's business for the limited period of time and for the sole purpose  
26 of completing the harvest of the current crop of fruit growing on Debtor's land, filed by  
27  
28

<sup>1</sup> Effective as of July 19, 2021, in-person hearing appearances are allowed before Judge  
Wallace. Otherwise, telephonic appearances are permitted pursuant to the Court's procedures.



1 Richard A. Marshack, in his capacity as Chapter 7 Trustee ("Trustee") of the Bankruptcy  
2 Estate ("Estate") of Northern Holding, LLC ("Debtor"), on August 9, 2021, as Dk. No. 186,  
3 was heard before the Honorable Mark S. Wallace, United States Bankruptcy Judge. No  
4 opposition to the Motion was filed. At the hearing, Tinho Mang appeared on behalf of the  
5 Trustee. Reed S. Waddell appeared on behalf of Farm Credit West, FCLA ("FCW"), and the  
6 stipulated terms for the use of cash collateral were read into the record and confirmed by  
7 FCW. For the reasons set forth in the Motion, and stated on the record, the Court enters its  
8 order as follows:

9 IT IS ORDERED that:


- 10 1. The Motion is granted;
- 11 2. The farm operator agreement attached to the Motion as Exhibit "1" is approved;
- 12 3. The Trustee is authorized to operate the Debtor's business through Leroy  
13 Coddling for the limited purpose of completing the Fall 2021 harvest pursuant to 11 U.S.C. §  
14 721 to the extent necessary to complete the fall 2021 harvest, with such authorization to  
15 terminate at the earliest of: (a) the completion of the fall 2021 harvest; or (b) October 31, 2021;
- 16 4. Trustee is authorized to cancel all currently existing grape sales agreements and  
17 to renegotiate all such agreements, including entering into and executing any reasonably  
18 prudent subsequent grape sales agreements without further order of the Court;
- 19 5. The proceeds of all sales of agricultural products ("Crop") grown on: (1) 2380  
20 Live Oak Road, Paso Robles, CA; (2) 1172 San Marcos Road, Paso Robles, CA; and (3) APN  
21 027-145-022 (collectively, the "Properties") shall be paid directly to the Estate and the Trustee  
22 is authorized to receive and hold all gross proceeds of the sale of any Crop from the Properties  
23 to be disbursed as stated below without further order of the Court;
- 24 6. As FCW has consented to such use, Trustee is authorized to, upon receipt of  
25 proceeds from the sale of Crop, use cash collateral to pay and reimburse actual and reasonable  
26 expenses incurred for harvesting and selling the crops. As stated on the record, the following  
27 stipulated provisions are approved:

28 //

- a. All Crops constitute the collateral of FCW and all proceeds of the sale of Crops constitutes FCW's cash collateral;
- b. Pursuant to the consent of FCW, the Trustee may pay and use FCW's cash collateral for the following line items ONLY:
  - i. Reasonable reimbursement of farming expenses incurred and actually paid by the Trustee's operator but in no event shall expense reimbursements exceed \$400,000;
  - ii. All professional expenses of the Trustee reasonably related to the farming operations of the Debtor, including attorneys' fees, the Trustee's compensation pursuant to 11 U.S.C. § 326, and the proposed 5% compensation for the Operator, which amounts shall be segregated by the Trustee and held pending final approval of compensation;
  - iii. 50% of all net proceeds over and above the reimbursements listed in paragraphs 6(b)(i)-(ii) may be held by the Trustee as a reserve for the Estate to pay any other unsecured creditor;
  - iv. The remaining 50% of net proceeds shall be immediately remitted to FCW without further court order.

###

Date: September 7, 2021

  
Mark S. Wallace  
United States Bankruptcy Judge

1 SIGNATURE PAGE TO ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION TO  
2 APPROVE FARM OPERATOR AGREEMENT AND FOR ORDER TO OPERATE DEBTOR'S  
3 BUSINESS FOR THE LIMITED PURPOSE OF COMPLETING FALL 2021 HARVEST OF  
4 CURRENT CROP OF FRUIT

5 Approved as to Form:

6 FRANDZEL ROBINS BLOOM &  
7 CSATO, L.C.

8 

9 REED S. WADDELL, Counsel for  
10 FARM CREDIT WEST, FLCA  
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1 SIGNATURE PAGE TO ORDER GRANTING CHAPTER 7 TRUSTEE'S MOTION TO  
2 APPROVE FARM OPERATOR AGREEMENT AND FOR ORDER TO OPERATE  
3 DEBTOR'S BUSINESS FOR THE LIMITED PURPOSE OF COMPLETING FALL 2021  
4 HARVEST OF CURRENT CROP OF FRUIT

5 Approved as to Form:

6 FRANDZEL ROBINS BLOOM &  
7 CSATO, L.C.

8 *[See attached signature page]*

9 \_\_\_\_\_  
10 REED S. WADDELL, Counsel for  
11 FARM CREDIT WEST, FLCA

**EXHIBIT 6**

---

**From:** Richard Marshack <RMarshack@MarshackHays.com>  
**Sent:** Tuesday, October 5, 2021 1:36 PM  
**To:** Lee Coddling <lecoddlingiv@icloud.com>  
**Cc:** Pam Kraus <pkraus@marshackhays.com>; Kevin Otus <kotus@thinkonyx.com>; Tinh Mang <tmang@marshackhays.com>; Lori Ensley <lensley@aol.com>; Richard Marshack <RMarshack@MarshackHays.com>  
**Subject:** Northern

Dear Lee

This is to notify you that you are in breach of the Farm Management Agreement. Today for the first time you told me that you have shipped out our grapes without my approval and without contracts signed by me. This is not only a breach of contract but a breach of a court order.

You are hereby instructed to not ship anymore grapes or products or otherwise transfer any assets of Northern unless and until you get my written approval.

You were asked for and accepted a position of trust by the Federal Court and you are not living up to the agreement that was approved by the Federal Court. This is really serious. I told you over a month ago to get contracts in order. I will be deciding whether to terminate the agreement. I have a unilateral right to do so.

Richard Marshack

Richard Marshack  
MARSHACK HAYS LLP  
870 Roosevelt  
Irvine, CA 92620  
Telephone: (949) 333-7777

(Sent from my iPad)

**EXHIBIT 7**

**From:** Lee Coddling <lecoddlingiv@icloud.com>  
**Sent:** Monday, November 15, 2021 1:15 PM  
**To:** Tinho Mang <tmang@marshackhays.com>  
**Cc:** Pam Kraus <pkraus@marshackhays.com>; Lori Ensley <LEnsley@leaaccountancy.com>  
**Subject:** Re: Northern Holding - Grape Agreements

Tinho,

This looks to be complete. Buyers will pay from contracts. Nevertheless, I will be sending reminder invoices and statements as initial payments are coming due later on in November.

Will keep Pam and Lori and copy on those.

Thank you,  
Lee

Lee Coddling  
Managing Partner  
Fluid Advisors, LLC | Strategy for Wine  
[952/220-8216](tel:9522208216) / [lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)

On Nov 15, 2021, at 11:30 AM, Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)> wrote:

Lee:

Are these five the only grape purchase/sale agreements for this year's harvest?

Second, I am told the harvest is done. Is there anything else that needs to be done other than wait for the buyers to pay?

If there are any more please let me know now.

Tinho

**GRAPE PURCHASE AGREEMENT**

This Agreement is made the 29<sup>th</sup> day of September, <sup>①</sup> between Rabbit Ridge Wine Sales, Inc. ("Grower") and WarRoom Ventures, LLC, a California limited liability company, ("Winery").

1. SALE AND PURCHASE. On the terms and subject to the conditions of this Agreement, Grower shall sell and Winery shall purchase approximately 60 tons of the Grower's production, in each year that this Agreement is in effect of the grape varieties designated on Exhibit A attached hereto and incorporated by reference as if set forth fully herein. Grower warrants to Winery the accuracy of the information on Exhibit A. Grower shall not deliver any grape varieties to Winery except as specified, or which were not produced from the vineyard and blocks named in Exhibit A. Grower warrants that Grower is the sole owner of all grapes to be delivered to Winery that Grower has and will have good title to all grapes (including grapes grown on leased land) and that Grower has not sold or contracted to sell such grapes to anyone other than Winery. During the term of this Agreement, Grower shall use the property described in Exhibit A only for the purpose of growing the grapes to be delivered hereunder to Winery.  
Winery will compensate broker, Bill Tolar for sale commission.
2. PRICE AND PAYMENT TERMS. For grapes which meet the quality and delivery standards of this Agreement, Winery shall pay to grower a price of per ton as set forth in Exhibit A and delivered to Winery's facilities located in within Monterey County and/or San Luis Obispo County. Grapes shall be weighed on certified scales at or near the point of delivery and payment shall be made on a load-by-load basis pursuant to weigh tags. Grower will bear the cost of delivery of the Grapes to Winery's facility located within Monterey County or San Luis Obispo County. Title and risk of loss of any load of grapes shall pass to the Winery only upon delivery to and acceptance by the Winery, at the Winery premises or such other designated delivery location if delivered to Winery (or other designated location) by Grower. If Winery undertakes to transport the grapes from Grower's vineyard, then Winery shall bear the risk of loss when the grapes have been loaded onto its trucks. Payment will be net cash due in two (2) equal payments, 50% to be paid on or before December 15<sup>th</sup> and the remainder 50% balance due on or before ~~March~~ 15<sup>th</sup> following the harvest year, each year of this agreement.
3. <sup>②</sup> The fixed term of this Agreement is for harvest (s) of 2021 <sup>2021 RAN</sup> <sup>January 2022</sup> <sup>RAN</sup>
4. QUALITY STANDARDS. Winery shall have the right to reject any container of grapes which do not meet all of the quality standards contained in Exhibit B, attached hereto and incorporated by reference as if set forth fully herein.
5. GRAPE DELIVERIES. Grapes will be hand harvested. Grower shall incentivize the harvest crew to avoid raisins in the clusters. If the winery needs to sort fruit at the facility due to excessive raisins, Winery will deduct 20% off the purchase price to the Grower. The grapes will be transported at Grower's expense to the Winery. The grapes shall be delivered as soon as reasonably possible following the harvest. Grower agrees to contact Winery's representative 48 hours prior to harvesting of grapes so that Winery may elect to inspect harvesting and enter vineyards for purpose of ensuring quality of grapes. No container of grapes shall contain more than one variety. At Winery's request, Grower shall make available appropriate documentation to verify to Winery's satisfaction the variety of each container, failure to do so shall be grounds to reject the delivery. Winery's acceptance of a delivery without supporting documentation shall not be deemed a waiver of Grower's obligation to provide the documentation. Grower agrees to accurately maintain and

① As the agent of Northern Holding LLC. <sup>RAN</sup>

② Payment to be made payable to "Richard Marshack, Bankruptcy Trustee of Northern Holdings LLC" and mailed to Richard Marshack 870 Roosevelt Irvine, Ca 92620

EXHIBIT 7



make available to Winery or applicable regulatory inspectors these records for a period of three (3) years after each shipment.

6. CULTURAL PRACTICES. Grower will make its best efforts to use farming practices and procedures consistent with premium wine grape production standards which would result in premium quality wine grape production within the maximum yield shown in Exhibit A. Winery may inspect Grower's vineyards at any reasonable time, upon reasonable notice.
7. FORCE MAJEURE. In the event the business of Winery or Grower shall be interfered with by any cause beyond its control, including, but not limited to fire, storm, floods, earthquake, action of the elements, pestilence, crop failure, labor disputes, or shortage of labor, raw materials or supplies, then the parties shall make a joint determination of that portion of the grapes that are not available for harvest or that fail to meet the quality standards by reason thereof. If the portion of the grapes that are unavailable for harvest or that do not meet the quality standards exceeds 50% of the tons to be purchased that harvest year, then the entire purchase may be canceled by either party and neither party will have any objection to the other under the agreement for that harvest year. If that portion of the grapes that has been rendered unavailable for harvest or that fails to meet the quality standards is less than 50%, then this Agreement shall remain in effect for that harvest year to the extent of the unaffected grapes. Such cancellation shall release Winery or Grower from all claims with respect to such undelivered grapes. In the event performance by either party of its obligations under this Agreement is prevented as set forth in this paragraph, Winery or Grower, as the case may be, shall use its best efforts to remove the disability and resume full performance hereunder at the earliest possible date.
8. SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants herein shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective **heirs, executors, administrators, grantees, vendees, transferees, assignees, legatees, devisees** and other successors in interest whether partial or entire.
9. NON-ASSIGNABILITY. Without prior consent of Winery, which in its sole discretion may be withheld for any reason, this Agreement shall not be assigned by Grower.
10. ATTORNEY'S FEES. If legal proceedings are initiated to enforce or interpret this Agreement or any portion thereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in addition to any other available relief or remedy.
11. WAIVERS. No waiver shall result from any failure or omission by either party to insist upon or enforce any of the terms of this Agreement, unless the waiver shall be in writing and signed by the waiving party. Waiver of any provision of this Agreement in one instance shall not constitute a waiver of that provision in any other instance or a waiver of any other provision hereof.
12. NOTICES. Any notices required to be given under this Agreement shall be given to the parties at their respective addresses shown on the signature page, provided that a party may change its address by serving written notice thereof on the other party.
13. SETTLEMENT AND MEDIATION. The parties will attempt to settle any dispute in a mutually agreeable manner. If a dispute, controversy or claim arises out of or relates to this contract or the breach thereof and if the dispute is not settled through negotiation, the parties

agree to try in good faith to settle the dispute by mediation, before a mutually agreed neutral mediator.  
Any mediation will be venued in San Luis Obispo County.

14. MISCELLANEOUS.

- (a) Time is of the essence of this Agreement and each provision hereof.
- (b) This Agreement shall be governed by the laws of the State of California.
- (c) This Agreement and the Exhibits hereto constitute the complete agreement for sale and purchase of grapes between the parties hereto, and no representations or understandings other than those herein expressed shall add to, vary or modify the agreement between the parties unless in writing and signed by the parties hereto. This Agreement may not be amended by the parties' course of dealing, but only by a written signed by the party against whom the amendment is sought to be enforced.

- (d) ~~Venue for any proceeding relating to or arising out of this agreement shall be the County of San Luis Obispo, State of California.~~ All dispute shall be heard in the United State Bankruptcy Court Central District of California <sup>RAM</sup>

15. ASSESSMENTS.

Pierce's Disease Control Program - Winery may deduct Grower's contribution of \$2/\$1,000 with the second or final payment. If other assessments come forth, these assessments will be addressed separately as an addendum to this original Grape Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Grape Purchase Agreement.

GROWER: Rabbit Ridge Wine Sales, Inc. [REDACTED]

WINERY: WarRoom Ventures, LLC

By: [REDACTED]

By: Andrew Nelson

Title: [REDACTED]

Title: President

Signed: [Signature]

Signed: [Signature]

Date: [REDACTED]

Date: 9/30/21

Tax ID#: [REDACTED]

EXHIBIT A

CALIFORNIA GRAPE CRUSH REPORTING DISTRICT

Grape Variety: Primitivo Zinfandel Block fli Primitivo

Maximum Contract Tons: 22 tons

Brix Range: 26.5-27.0

Price: \$1,200/ton

Grape Variety: Zinfandel Block fli-F2

Maximum Contract Tons: 22 tons

Brix Range: 24.5-26.0

Price: \$1,200/ton

Grape Variety: Zinfandel Block fli-TX Zin

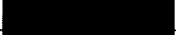
Maximum Contract Tons: 22 tons

Brix Range: 24.5-26.0

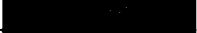
Price: \$1,200/ton

GROWER: Rabbit Ridge Wine Sales, Inc.

WINERY: WarRoom Ventures, LLC

By:  \_\_\_\_\_

By: Andrew Nelson

Title:  \_\_\_\_\_

Title: President \_\_\_\_\_

Signed:  \_\_\_\_\_

Signed:  \_\_\_\_\_

Date:  \_\_\_\_\_

Date: 9/30/21 \_\_\_\_\_

Tax ID#:  \_\_\_\_\_

EXHIBIT 7

**EXHIBIT B**  
**QUALITY STANDARDS**

1. All grapes shall be whole, sound, fully matured and in merchantable condition, free from defects including, but not limited to, decomposition or decay induced by fungi, bacteria or delay in delivery. In the case of red varieties, grapes shall have fully developed color. Grapes shall comply with all applicable federal and state laws, regulations and ordinances and shall be free from levels of residues or applications that would be detrimental to the wine quality, character and healthfulness. They shall have a sugar, acid and pH content and all other properties which are suitable for crushing into premium varietal wines of the quality sold in case goods form under the Winery label or as assigned or a replacement.
2. No container of grapes shall contain: (i) two percent (2%) or more of material other than grapes ("MOG"); (ii) two percent (2%) or more of defects such as mildew, or rot; (iii) two percent (2%) or more of second or third crop grapes; or (iv) three percent (3%) or more in the aggregate of any of the foregoing. If Winery voluntarily accepts any container of grapes with MOG in excess of two percent (2%), then two times (2 x) the total amount of MOG, as determined by third party inspection, will be deducted by weight for purposes of payment.
3. Grower shall grow, cultivate, mature and harvest the grapes in accordance with current, sound vineyard practices conducive to the highest obtainable grape quality. Winery may inspect Grower's vineyard at any reasonable time and may consult with and make recommendations to Grower concerning vineyard practices. If Winery notifies Grower of a practice by Grower which, in Winery's reasonable judgment, is materially detrimental to grape quality, the practice shall be rectified within a time that is reasonable in the circumstances or Winery may reject each container affected thereby. Grower shall not remove any healthy vines without Winery's prior written consent, which shall not be unreasonably withheld. Grower shall not deliver grapes harvested from diseased vines if the disease has affected grape quality, flavor, maturity or color.
4. Grower shall not apply and grapes will not bear or contain pesticide residue prohibited or in excess of the tolerances established under the Federal Food, Drug and Cosmetic Act. Grapes will meet all applicable standards of the Sherman Food, Drug and Cosmetic law of the State of California. No pesticide shall be used which is not registered for use on wine grapes under applicable state and federal regulations. No substance on California's "Prop. 65" list shall be used without prior notice to and approval by Winery.
5. Harvest maturity is to be mutually agreed upon by Winery and Grower, however in the event of disagreement the Winery shall direct when to harvest. In the event the grapes do not otherwise meet the quality standards set forth in this Agreement, Winery shall have the right to reject the grapes on, a load-by-load basis, or accept such grapes on a load-by-load basis at a price per ton mutually agreed upon in writing by Grower and Winery. The right of rejection shall be exercisable on a Load by Load basis and prior to unloading of Grapes. In the event Winery elects to reject any Load of Non-Acceptable Grapes, Winery shall immediately notify Grower of such election. If such election is made due to MOG in excess of two percent (2%), Grower will be given the opportunity to remove such MOG and the Load shall be re-tested. Rejection or acceptance of any Non-Acceptable Grapes by Winery does not relieve Grower from obligations under this Agreement for delivering the remaining Grapes to Winery.

6. Grapes shall be inspected and graded at the Winery or other inspection site which may be designated by Winery. Winery and Grower agree to accept and be bound by the methods utilized in such inspections for sampling, testing, and grading for establishing sugar ("Brix) content to the nearest tenth of a degree, the presence of material other than grapes (MOG), rot and other defects. When a load or container of grapes is tested for MOG, rot sugar or defects, Winery shall provide Grower with a Weighmaster Certificate as administered by the Secretary of the State Department of Food and Agriculture setting forth the results, and the facts and findings contained in said Certificate shall be conclusive in any legal or administrative proceedings. Winery has the right to reject grapes for quality standards and defects that are not currently measured by third party inspection until such time as mandatory, accurate measuring procedures are adopted by law. If additional grape quality standards later become measurable and are used generally in the California wine industry, then they shall be deemed incorporated in this Agreement.
7. All deliveries shall be in containers as have been approved in advance by Winery. Grower agrees that containers for harvesting and delivering grapes will be clean and free from exposed metal, rust, leaks, chipped or peeling paint and must be coated or produced from food grade materials. Grower agrees that the use of containers other than as described will subject the grapes, on a load- by-load basis, to penalties or rejection.

GROWER: Rabbit Ridge Wine Sales, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

WINERY: WarRoom Ventures, LLC

By: Andrew Nelson

Title: President

Signed: \_\_\_\_\_

Date: 9/30/21

Northern Holdings LLC  
By Richard Marshack <sup>(\*)</sup>  
Bankruptcy Trustee  
Edamik, Trustee  
10-6-21

(\*) All parties agree that Northern Holdings LLC and Richard Marshack as its Bankruptcy Trustee is a party to this agreement. No liability shall be sought or obtained against Richard Marshack in his personal capacity

(\*\*) Subject to terms of separate addendum. This contract is entered into subject to and in accordance with the Bankruptcy Court order which Winery acknowledges receiving.

EXHIBIT 7

### SALES MEMO

*- This agreement includes an addendum -*

**SELLER:**

Mr. Lee Coddington — *As agent of*  
Rabbit Ridge Wine sales, Inc. *Northern Holdings LLC*  
1172 San Marcos Road  
Paso Robles, California 93446  
Contact: Mr. Lee Coddington  
Cell Phone: 1-925-220-8216  
E-Mail: leecoddington@icloud.com

**BUYER:**

Mr. Eric Jensen, Managing Member  
My Favorite Neighbor, LLC  
2640 Andersen Road  
Paso Robles, California 93446  
Contact: Mr. Eric Jensen  
Cell Phone: 1-805-610-2272  
E-Mail: eric@bookerwines.com

**Commodity and Description**

Grapes:	Petite Verdot
AVA:	Paso Robles-Willow Creek District
Block:	16 Bottom (3Acres)
Brix at Harvest:	Minimum: 25.0 Brix, Maximum: 27 Brix Optimum: 26 Brix
Minimum T. A.:	
Maximum pH:	
Approximate Quantity:	Product of the Block (8-10 Tons)
One half Ton Macro Bins:	Supplied by the Buyer
Harvest:	By Hand at Sellers Expense
Determination of Harvest	The determination of the date of harvest shall be at the mutual Agreement of the buyer and the Seller.
Freight:	Buyer to deliver grapes to Buyers processing facility at Buyers expense.
Vineyard Address:	2380 Live oak Road Paso Robles, California 93446
Unit Price:	\$2,750.00
Contract Term:	The term of this Agreement shall be for the grape crop year 2021.
Payment Terms:	Payment in full within 30 days of the harvest of the Petite Verdot wine grapes described in this Agreement Seller to Invoice Buyer. *

*Note:*

*See Addendum*

\* Payment to be made to "Richard Marshack,  
Bankruptcy Trustee of Northern Holdings LLC and  
shall be mailed to Richard Marshack 800 870  
Roosevelt Dr Irvine CA 92620  
Roosevelt  
Irvine, CA  
92620

*Dispute Resolution:* Any dispute to be addressed in BK court, *San*  
Orange County, CA

EXHIBIT 7



Signatory for Rabbit Ridge

Wine Sales, Inc.

Mailing Address:

Vineyard Manager:

Cell Phone:

Sales Commission to

Vino Tinto Consulting:

Mr. Lee Coddling

Rabbit Ridge Wine Sales, Inc.

Mr. Lee Coddling

1-925-220-8216

3% from the Seller.

*See Addendum*

*Richard Markham*  
*Trustee for Northern Valley LLC*

Agreed to by:

For: Rabbit Ridge Wine Sales, Inc.

Signature:

Print Name:

Title:

Date:

*Lee Coddling*

*President & GM*

*10/18/2021*

For: My Favorite Neighbor, LLC

*EA*

*ERIC JENSEN*

*PRESIDENT*

*10/19/2021*

EXHIBIT 7

### Addendum

The attached contract dated 10/18/2021 <sup>↙</sup> between My Favorite Neighbor and Rabbit Ridge Wine Sales Inc. is hereby amended as follows:

All parties agree that all payments due under the attached contract are to be made payable to

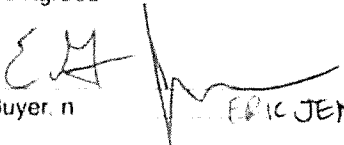
Richard Marshack, Bankruptcy Trustee of Northern Holdings LLC  
and


Said payments shall be made by check or cashiers check and shall be mailed to the following address:  
870 Roosevelt  
Irvine, Ca 92620


Buyer agrees that Northern Holdings LLC and Richard Marshack, as it Bankruptcy Trustee are parties to the attached agreement and that they will comply with this amendment.

Trustee enters into this agreement pursuant to the order attached hereto.

So Agreed:

  
Buyer. n ERIC JENSEN, MY FAVORITE NEIGHBOR

  
Lee Coddington, personally and in his representative capacity on behalf of Rabbit Ridge Inc. (Bonded Winery-CA 6674)

  
Richard Marshack  
Trustee of Northern Holdings LLC

Any & all disputes to be heard  
by the U.S. Bankruptcy Court  
& no other court except any  
appeals of bankruptcy court  
order.



Parties acknowledge that  
Richard Marshack is acting  
as a Bankruptcy Trustee and  
there shall be no recourse  
as to him personally. Recourse  
only to the Bankruptcy estate



EXHIBIT 7

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### Addendum

The attached contract dated 9/27/2021 between Northern Holding LLC and Corbett Vineyards LLC is hereby amended as follows:

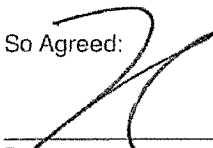
All parties agree that all payments due under the attached contract are to be made payable to:

Richard Marshack, Bankruptcy Trustee of Northern Holding: LLC  
and


Said payments shall be made by check or cashiers check and shall be mailed to the following address:  
870 Roosevelt  
Irvine, Ca 92620

Buyer agrees that Northern Holding LLC and Richard Marshack, as it Bankruptcy Trustee are parties to the attached agreement and that they will comply with this amendment.

So Agreed:

  
Buyer, Nathan R. Carlson, General Manager, Corbett Vineyards LLC

DocuSigned by:

  
Lee Coddington, personally and in his representative capacity on behalf of  
(Bonded Winery-CA 6674)

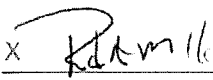
X  Bankruptcy Trustee  
Richard Marshack  
Trustee of Northern Holding LLC  
*not in his personal capacity*

EXHIBIT 7

PAGE 148

DocuSign Envelope ID: 7DC99906-F398-4CAD-8861-AF4A774086AA

### AGREEMENT FOR THE PURCHASE AND SALE OF GRAPES

THIS AGREEMENT FOR THE PURCHASE AND SALE OF GRAPES ("Agreement") is effective 9/27/2021 by and between Northern Holding LLC, a California limited liability company ("Seller") and Corbett Vineyards, LLC, a California limited liability company ("Buyer").

WHEREAS, Seller desires to sell and Buyer desires to buy the Grapes of Seller described in this Agreement, all according to the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants, agreements, representations and warranties in this Agreement, the parties hereto agree as follows:

through  
its

Bankruptcy  
Trustees  
Richard  
Matschak

1. **Purchase and Sale of Grapes.** Buyer agrees to purchase and Seller agrees to sell grapes in the following amounts and specifications ("Grapes"):

Vineyard Name	San Marcos Vineyard
Vineyard Address	1172 San Marcos Road, Paso Robles CA 93446
County	San Luis Obispo County
AVA(s)	San Miguel District, Paso Robles
Pricing District	District 8
Varietal, Tons	Zinfandel, 24 tons - Field 2 Sub-block TBD by Sharon Weeks

Delivery location shall be to: 2195 Corbett Canyon Road, Arroyo Grande, CA 93420.

1. **Price.** The base price ("the Price") for Grapes shall be \$1,800 per ton, as adjusted as provided herein.
2. **Payment.** Buyer agrees that the Seller's performance obligation has been satisfied at the time the Buyer has inspected and taken possession of the Grapes on the specified delivery location. Payment will be due in two equal payments as follows: the first on or before 15 December 2021, and the net due on or before 1 March 2022, remitted to the following address: 870 Roosevelt, Irvine, CA 92620.
3. **Term and Termination.** The term of this Agreement will be for one (1) crop year, beginning and ending with the harvest 2021.
4. **Quality Of Grapes.** The purpose of this Agreement is to ensure the Buyer of consistent supply of high-quality grapes with a given sugar content and in sound condition. Seller will use cultural practices consistent with commonly accepted methods of producing grapes for high quality table wines. Buyer reserves the privilege of inspecting the vineyards and Grapes at any reasonable time. Seller shall remain solely responsible for the condition of the vineyard and for delivering Grapes that meet the requirements, conditions, and terms of this Agreement. Seller shall retain all risk of loss, depreciation and damage to Grapes until they have been accepted by Buyer.
  - a. **Brix.** Buyer shall pay the applicable Price for Grapes, which have an average sugar content which is equal to or greater than 24.0 degrees Brix and with a target of 25.0 degrees Brix. If an individual bin of Grapes has an average sugar content which is less than 23.0 Brix or more than 26.0 Brix, then the Buyer may reject that bin of Grapes, however, if Buyer does

DS  
K

EXHIBIT 7

PAGE 149

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not reject the Grapes then Buyer shall pay the applicable Price for the Grapes. All determinations concerning acceptance or rejection of such Grapes shall be made on a bin-by-bin basis.

As used in this Agreement, the term "sugar content" refers to soluble solids and is expressed in degrees Brix. The "average sugar content" of Grapes shall be the weighted average degrees Brix of each bin of such Grapes. If the "average sugar content" falls below the minimum degrees Brix or is above the maximum degrees Brix, and the Buyer chooses not to reject the bin of Grapes, the Price for the Grapes will be reduced in each case by one percent (1%) for each 1/10th degree Brix below the minimum or above the maximum degrees Brix.

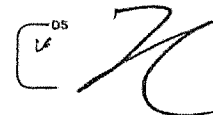
- b. Mixed Loads. All grapes delivered hereunder shall be delivered in bins containing only one (1) grape variety. Any bins containing more than one (1) variety may be rejected by Buyer.
- c. Defects. Any bins containing Grapes with defects may be rejected by Buyer. As used herein, "defect" refers to grapes which are defective in accordance with standards established by the custom of the grape industry and the practice of the Grape Inspection Service of the California Department of Food and Agriculture. Without limiting the foregoing, defects shall include grape berries affected by mold or rot and broken grape berries. If there are defects in any bins and Buyer chooses not to reject any such bins of Grapes, the Price for the Grapes will be reduced as follows:

<u>Amount of Defect</u>	<u>Penalty</u>
0 - 3%	No Penalty
3.1 - 4%	1% of Base Price
Over 4%	Rejection

- d. Material Other than Grapes. Material other than grapes shall be determined for each bin on the basis of weight. Bins with MOG greater equal to or greater than 2% may be rejected by Buyer, or if Buyer chooses to accept such Grapes, the Price for the Grapes shall be reduced as follows:

<u>Amount of Defect</u>	<u>Penalty</u>
0 - 2%	No Penalty
2.1 - 2.5%	1.5% Penalty
Over 2.6%	Rejection


- e. Smoke Exposure. In the event that the Grapes are exposed to smoke during the growing season, Buyer shall have the option to evaluate the impact of the smoke exposure on the Grapes by doing the following:
- i. Collecting berry samples from a minimum of twenty (20) vines and fermenting such berries in accordance with Buyer's normal processing procedures for the specific varietal, a description of which procedures will be made available to Seller upon request, and upon completion of fermentation, submitting the sample to an independent third party laboratory, such as ETS Laboratories, to be analyzed for guaiacol and 4-methylguaiacol and any other smoke markers that can be reliably



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detected by the third party laboratory processes.

- ii. Buyer shall initiate third party testing procedures in sufficient amount of time to obtain results prior to harvest. If, after receiving the testing results, the Grapes test higher than 2.1 ppb guaiacol and 4-methyl guaiacol, which is a marker for Smoke Taint, Buyer shall have the right to reject the Grapes and must provide written notice of rejection to Seller within twenty-four (24) hours of receiving test results. In the event of timely rejection, Buyer shall be relieved of its obligation to accept and pay for the Grapes and Seller shall be relieved of its obligation to sell the Grapes to the Buyer. If Buyer fails to provide timely notice of rejection, Buyer shall be deemed to have waived any right to reject Grapes as a result of a smoke-related defect, damage or impact.
  - iii. If third party test results are not received prior to the date of harvest, unless there is another basis for rejection set forth herein, Buyer must accept delivery of the grapes and continue to process the grapes in accordance with Buyer's standard operating procedures. To the extent the test results reveal Smoke Taint higher than 2.1 ppb, Buyer shall still be entitled to reject the fruit within twenty-four (24) hours of receiving test results and the parties shall mutually agree upon disposal of the resulting juice/wine. Buyer agrees to pay Seller for all harvesting costs. To the extent Seller desires to take possession of the juice/wine, Buyer shall release such juice/wine to Seller upon payment to Buyer of \$300.00 per ton processing fee and Buyer shall be relieved of all obligations hereunder including any payment of the Price.
  - iv. To the extent Buyer rejects Grapes for Smoke Taint, Buyer shall assist and cooperate with Seller in the filing and processing of any related insurance claims, including providing any requested samples, documentation photographs paperwork and/or statements that may be requested by Seller's insurance carrier.
5. **Harvest.** It is the intent that these Grapes will be hand harvested into 5-ton gondolas to be provided by Seller, in cooperation with Seller and Seller's Vineyard Manager. All harvesting of Grapes must coincide with the Buyer's delivery schedules within reason. The Buyer will make every attempt to satisfy both the Seller and the Buyer with regard to scheduling convenient delivery times. Seller will cause the Grapes to be promptly transported in accordance with applicable State and County rules and regulations for delivery to a facility as directed by Buyer on the same day as the Grapes were picked.
6. **Delivery Scheduling and Charges.** <sup>Buyer</sup> Delivery and transportation of the Grapes will be scheduled by the Seller and will be transported to the delivery location indicated in Section 1 of this Agreement. Charges for the transportation and delivery of the Grapes to the winery will be the responsibility of the Seller. ~~Seller~~ agrees to insure or cause to be insured, at its own expense, any vehicles used to deliver grapes owned, rented, leased, or operated by Seller or any independent contractor employed by Seller, for automobile liability in an amount not less than \$1,000,000 per occurrence. *Buyer may deduct cost of insurance from the sale price.*
7. **Certificate of Weighmaster.** Buyer will provide for the weighing of each load of Grapes and will provide Seller with Weighmaster's Certificate of Weights and Measure for each such load. If Buyer's weights will be used, Buyer will provide a copy of the Buyer's current Weighmaster License issued by the Department of Food and Agriculture, County Weights and Measures Registration Certificate, and a copy of Buyer's Common Tare Weights if applicable. Any payment

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to Seller shall be based on such weight.

8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**Notice to "Buyer"**

Corbett Vineyards, LLC dba Center of Effort  
Nathan R. Carlson  
2195 Corbett Canyon Road  
Arroyo Grande, CA 93420  
Phone: (805) 712-0735  
Email: nathan@centerofeffortwine.com

**Notice to "Seller"**

Northern Holding, LLC  
Mr. Lee Coddling  
13217 Jamboree Rd Ste 429  
Tustin, CA 92782  
Phone: (925) 220 8216

Copy to:  
Richard A. Marshack, Bankruptcy Trustee  
870 Roosevelt, Irvine CA 92620  
Phone: (952) 220 8216  
Email: rmarshack@marshackhays.com

Copy to: Vino Tinto Consulting  
vinotintocons@aol.com

1. **Lien Notice.** The sale of the Grapes under this Agreement are subject to a Seller's Lien under the California Food and Agriculture Code section 55631, et seq. In addition, the Seller intends to preserve its trust benefits under the Perishable Agricultural Commodities Act pursuant to 7 U.S.C. section 499, et seq, (PACA Lien). Buyer shall not commingle the Grapes or juice from the Grapes with any other grower's grapes or juice until payment is made in full. Buyer grants Seller the right to file a UCC-1 financing statement reflecting Seller's lien rights.
2. **Use of Vineyard Name.** Buyer may wish to place the name of the Vineyard on the wine produced by Buyer. The name of the Seller, or name of the Vineyard, can be used on the label of Buyer only upon obtaining prior written consent of Seller, which may withhold in its sole discretion. — OK.
3. **Indemnity.** ~~To the fullest extent allowed under California law, Seller shall hold harmless and indemnify and defend Buyer against any claims, demands, damages, costs, liability, loss, attorney fees or expenses caused by Seller's breach or alleged breach of any provision of this agreement, including, without limitation, breach of any warranty or quality standard. Seller agrees to accept and assume full liability and reimburse Buyer one hundred percent (100%) for any and all direct loss or damage caused by the presence of any materials other than grapes (MOG) in bins of Grapes delivered by Seller to Buyer. Such direct loss or damage shall include, without limitation, any damages incurred as a result of the downtime or diminished ability to use any equipment damaged by the presence of MOG in bins of Grapes delivered by Seller. In the event that said MOG causes damage, the cost of repairing any winery equipment and any other losses may be deducted and withheld from any payment due to Seller for the Grapes delivered hereunder, in addition to any~~

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~~other rights the Buyer may have. Buyer agrees to promptly notify Seller and provide Seller with a description of the nature and extent of any such damages and the estimated cost of repairs. To the fullest extent allowed under California law, Buyer shall hold harmless and indemnify and defend Seller against any claims, demands, damages, costs, liability, loss, attorney fees or expenses caused by Buyer's breach or alleged breach of any provision of this agreement~~

4. **Compliance With Laws.** Seller warrants that the Grapes shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (21 U.S.C. > Section 310, et seq. (the "Act")) nor will there be any article which may not, under the provisions of Section 404 and Section 405 of the Act, be introduced into interstate commerce. Seller further warrants that Grapes will not contain pesticide residue prohibited by or in excess of tolerances established by the Act or by any state regulatory authority, and that the Grapes shall meet all standards of the Act and the Sherman Food, Drug and Cosmetic Law, California Health and Safety Code Section 26,000 et seq. If Buyer timely requests Seller to eliminate the application of certain pesticides or chemicals to comply with residue prohibited by or in excess of tolerances established outside of the United States, Seller agrees to use all best efforts to eliminate such use. Seller further represents and warrants that the Grapes sold to Buyer by this Agreement are Seller's property and Seller has not contracted to sell nor sold them to others and that Seller will not sell them to others unless (prior to said sale) Buyer consents in writing. Seller further represents and warrants that except as approved in writing by Buyer, there is no and shall be no crop lien, security interest, claim, or any other encumbrance, sale or delivery restriction on the Grapes covered by this Agreement or any portion of those Grapes or their proceeds. Seller agrees to defend and indemnify Buyer against any and all liability, claims, demands, losses, damages, costs, attorneys' fees and expenses resulting from any breach of the representations and warranties contained in this paragraph, or arising out of any such non-permitted lien, interest, claim or encumbrance described herein. If Seller should breach any of the provisions of this paragraph, Buyer (in addition to all other remedies available) shall not be obligated to accept any Grapes under this Agreement.
5. **Right to Resell.** If Buyer rejects or refuses to accept Grapes in violation of this Agreement, Seller shall be entitled to resell such Grapes and recover all damages suffered, including but not limited to all costs of resale and the difference between the purchase price for such Grapes and the resale price; provided that in the event Seller cannot resell such Grapes after making reasonable efforts to do so, Seller shall be entitled to recover the reasonable costs and expenses incurred in effecting a resale or otherwise mitigating damages, in addition to any other available remedies.
6. **Force Majeure.** In the event the business of either party is interrupted or interfered with by reason of any cause beyond its reasonable control, including but not limited to fire, flood, storm, low or freezing temperatures, high temperatures, earthquake, explosion, war, rebellion, insurrection, insects, other pests, pestilence, quarantine, act of God, boycott, embargo, strike, riot or any governmental law, directive or regulation affecting any part of such party's business, then such party at its option may cancel this Agreement with respect to any or all of the undelivered Grapes in any particular year which are affected by such cause; provided that Buyer may not cancel this Agreement with respect to any Grapes after Buyer has accepted a bin of Grapes. If Buyer is the party affected by such cause, Buyer shall use its best efforts to find alternative delivery sites for the Grapes. If Buyer does designate such sites, Buyer shall pay all additional costs incurred by Seller in delivering the Grapes to such sites. If Buyer is the party affected by such cause and elects to cancel this Agreement in any particular year with respect to less than all of the Grapes in such year, then Seller, at its sole option, may elect to cancel this Agreement as to all or any portion of the Grapes in such year with respect to which Buyer did not elect to cancel this Agreement. Any cancellation of this Agreement for a particular year shall not affect the obligations of the parties for subsequent years.

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7. **Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.
8. **Attorneys' Fees.** In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
9. **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
10. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
11. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
12. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
13. **Amendment and Modification.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. *OK. K* *See attached*
14. **Waiver.** *addendum* No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
15. **Assignment.** Neither party may assign any of its rights hereunder without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.
16. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
17. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

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18. **Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. *Buyer acknowledges that seller is operating as a Bankruptcy Trustee and there shall be no claims or liability against* -OK
20. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship.
21. **Time of the Essence.** Time shall be of the essence in this Agreement *Richard Marshack on his personal capacity* -OK
22. **Arbitration.** The parties will attempt to settle any dispute in a mutually agreeable manner. Any controversy or claim arising out of or relating to this Agreement or any breach thereof that is not settled by the parties, shall be determined by arbitration in San Luis Obispo, California (or such other location in California as the parties may agree upon) before a panel of arbitrators in accordance with the Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, administered out of Los Angeles. Any arbitration shall be venue in San Luis Obispo, California. *U.S. Bankruptcy Court, Central District of California* -OK
23. **Confidential.** This Agreement and its terms are confidential. Neither party will disclose any aspect of this Agreement without the written consent of the other. Consent is given to disclose the terms of this Agreement to a financial institution lending on the vineyards, which are the subject of this Agreement. *Seller may disclose terms of the agreement in filings with the Bankruptcy Court.* -OK

**Authorized Signature:** Each of the undersigned signing on behalf of a legal entity represent and warrant that he/she is authorized to execute and deliver this Agreement without any further action or the consent of any other person, and that on delivery this shall be a binding and valid obligation of the party for which he/she has executed this Agreement.

Seller

Northern Holding, LLC

By: *[Signature]*  
Richard A. Marshack, Bankruptcy Trustee

By: *[Signature]* 9/24/2021  
Lee Coddig, Managing Member

Buyer

Corbett Vineyards LLC

By: *[Signature]*  
Nathan R. Carlson, General Manager

*Solely as a  
Bankruptcy Trustee  
and not in his  
personal capacity*

### Addendum

The attached contract dated 10/6/2021 between Rabbit Ridge Wine Sales Inc. and Daou Vineyards is hereby amended as follows:

All parties agree that all payments due under the attached contract are to be made payable to:

Richard Marshack, Bankruptcy Trustee of Northern Holdings LLC  
and

Said payments shall be made by check or cashiers check and shall be mailed to the following address:

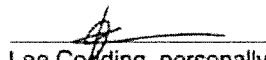
870 Roosevelt  
Irvine, Ca 92620


Buyer agrees that Northern Holdings LLC and Richard Marshack, as it Bankruptcy Trustee are parties to the attached agreement and that they will comply with this amendment.

Trustee enters into this agreement pursuant to the order attached hereto.

So Agreed:

  
Buyer, Daniel Daou

  
Lee Coddington, personally and in his representative capacity on behalf of Rabbit Ridge Inc. (Bonded Winery-CA 6674)

  
Richard Marshack  
Trustee of Northern Holdings LLC

(Subject to handwritten changes on the agreement entitled "Grape Purchase Agreement")

EXHIBIT 7

as agent of  
Northern Holdings LLC

#### GRAPE PURCHASE AGREEMENT

THIS GRAPE PURCHASE AGREEMENT (this "Agreement") is made and executed as of August 3, 2021 ("Effective Date"), by and between DAOU FAMILY ESTATES, LLC, a California limited liability company ("Winery"), and Rabbit Ridge Vineyards (Live Oak Rd) ("Grower"). This Agreement constitutes the complete agreement between the parties with respect to the subject matter contained herein, and no representation or understanding other than those expressed in it shall add to, vary, or modify the Agreement unless the addition, variance or modification is made in writing and signed by the Parties. This Agreement supersedes and replaces any and all agreements relating to the subject matter of this Agreement that were previously entered by the Parties. *This agreement includes an addendum*

#### RECITALS

- A. *agent of the* Grower is the owner of a vineyard located at 2380 Live Oak Rd, Paso Robles, CA 93446 ("the Vineyard").
- B. Winery and Grower desire to enter into this Agreement for the purchase and sale of grapes from the Vineyard.

#### AGREEMENT

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Winery hereby agrees to purchase and accept, and Grower agrees to sell and make available for transport, all of the grapes harvested from the parcel, block and rows identified in Section 3 below, in compliance with the quality standards and according to the payment terms set forth herein.
2. Term. The term of this Agreement is one-year and for the fruit produced in 2021. This contract can be voided if both Winery and Grower agree to terminate the agreement upon delivery of termination notice and signature of both parties. Such cancellation would be effective immediately.
3. Grapes; Price Per Ton. The grapes to be purchased and sold pursuant to this Agreement are described as follows:

<i>Varietal</i>	<i>Block/ Rows</i>	<i>Price Per Ton</i>
Cabernet Sauvignon Clone 337	60 tons 9.64 Acres Blks: 11, 13, & 17	\$3,350.00

4. Purchase Price and Payment.
- 4.1 The "Purchase Price" shall be the product of (a) the number of tons delivered to and accepted by Winery multiplied by (b) the Price Per Ton set forth in Section 3 above.
- 4.2 The Purchase Price shall be calculated based on weigh tags generated from a State of California-certified scale and a licensed weighmaster or deputy weighmaster. Winery shall be responsible for obtaining or preparing weigh tags, which shall be provided to Grower within 5 business days of delivery of the grapes.



① Payment to be made Payable to "Richard Marshack, Bankruptcy Trustee of Northern Holdings LLC" and shall be mailed to Richard Marshack 870 Roosevelt Truene, Ca 92620

4.3 Grower shall prepare and send an invoice to Winery at the address listed in the signature block below. Winery shall pay the Purchase Price in accordance with the following schedule: (i) one-third on or before December 15, following each annual harvest; (ii) one-third on or before January 15, following each annual harvest; and (iii) one-third on or before ~~March~~ <sup>February</sup> 15, following each annual harvest. ①

5. Viticultural Practices. Grower recognizes that Winery is the producer of premium wines whose long-term success is based on Winery's ability to secure a supply of grapes which closely corresponds to Winery's quality standards. Accordingly, Grower and Winery shall cooperate in a mutual effort to obtain the highest quality grapes. During the growing season, Grower and Winery shall consult on a regular basis on viticultural practices, including, but not limited to, cultivation, pruning, thinning, irrigation, and pest management to be implemented by Grower. Grower shall allow Winery's representative periodic access to the Vineyard during the growing season for the purpose of evaluating grape quality. Grower agrees not to change any Major Cultural Practice that might affect quality of grapes subject to this Agreement without consulting Winery. For purposes of this provision, "Major Cultural Practices" include, but are not limited to, changes in vineyard ownership or management, changes in trellis configuration, vine training methods, row and vine spacing, vine grafting or T-budding or pruning methods. Winery has requested, and Grower has agreed to, the specific viticultural practices set forth on Exhibit A attached hereto.

6. Picking and Delivery.

6.1 Picking. Winery and Grower shall in good faith discuss and agree upon a time for harvest during the regular harvest season and establish general guidelines for optimum levels of sugar, acid, pH and crop size. "Target Brix" for the grapes sold pursuant to this Agreement shall be approximately 27.5 degrees Brix, but under no circumstances shall the grapes be harvested until they achieve a minimum of 25.5 degrees Brix ("Minimum Brix") or after they have exceeded 30 degrees Brix ("Maximum Brix"). Brix shall be measured using a Digital Density Meter. Winery may make the final decision to set the harvest date by providing prior notice to Grower of no less than 48 hours. Grower shall pay all costs associated with harvesting.

6.2 Delivery. All grapes will be hand harvested into half-ton macro bins, which will be provided by Winery. Delivery shall take place on the same day as harvest. Grower shall make the harvested grapes available for transport to Winery's facility located at 2777 Hidden Mountain Road, Paso Robles, California unless another location is otherwise designated by Winery. Grower and Winery shall cooperate to minimize the inconvenience to one another with respect to truck waits at Winery's facility, deliveries late in the day, and other scheduling problems. Winery shall bear all costs and expenses for delivery of grapes to Winery's facility.

6.3 Risk of Loss and Title. Grower shall assume all risk of loss and damage of any kind for each container of grapes until title has passed to the Winery. Title to and risk of loss for each container of grapes shall pass to Winery upon delivery to and acceptance of each container by Winery at Winery's facility.

7. Grape Quality. All grapes delivered by Grower shall be sound, merchantable and suitable for the making of premium wine, and shall satisfy the following specific standards:

7.1 Sugar Content. The grapes shall be harvested when they have achieved Target Brix. Winery may, in its discretion, reject any container of grapes whose sugar levels are below the Minimum Brix or exceed the Maximum Brix.

7.2 Defects. The grapes shall be free from Defects. As used herein, "Defects" shall refer to grapes which are defective in accordance with standards established by the custom of the grape industry and the practice of the Grape Inspection Service of the California Department of Food and Agriculture and include, but are not limited to, grapes affected by mildew, rot, insect infestation, raisining, smoke taint, sulfur or that are in the process of fermenting. Defects shall be determined for each container on the basis of weight. Winery may, at its sole discretion, reject any container which has Defects exceeding 2% by weight.

7.3 Material Other Than Grapes. Material other than grapes ("MOG") shall be determined for each container on the basis of weight. Winery may, in its sole discretion, reject any container which has MOG exceeding 2% by weight.

7.4 Second Crop. Consistent with the viticultural practices set forth in Exhibit A, the grapes delivered hereunder shall be first crop. Second crops are expressly prohibited.

7.5 No Mixed Containers. All grapes shall be delivered in containers containing only one grape variety, unless otherwise expressly agreed by Grower and Winery.

7.6 Pesticides. As of the Effective Date, Winery shall not be obligated to accept any grapes which have been treated with any pesticide, herbicide such as Roundup, fungicide (including, but not limited to, sulfur and sulfur-based compounds), insecticide or miticide, the application of which does not conform to all local, state and federal laws and regulations. Grower shall maintain complete and accurate written records with respect to all chemical applications. At the reasonable request of Winery, Grower shall prepare and deliver no later than 14 days prior to commencement of harvest a written report each year showing all chemical treatments, soil amendments and other materials applied to the Vineyard during the one-year period preceding the harvest.

7.7 Inspection and Compliance. In the event that Winery rejects a particular container based on sugar content, Defects, MOG or second crop, and Grower does not agree to such rejection, then such container shall be referred in a timely manner to a qualified independent third party for inspection and a conclusive determination as to the quality standards. An inspector from the Grape Inspection Service of the California Department of Food and Agriculture shall be deemed to be a qualified independent third party for such purposes, and his or her findings shall be conclusive and binding on the parties. Winery and Grower shall share the cost of such inspection equally.

7.8 Rejection. The rejection by Winery of any containers of grapes tendered by Grower shall not relieve Grower of his obligation to pick and deliver all other grapes covered by this Agreement and shall not relieve Winery of its obligation to purchase all other grapes tendered by Grower and otherwise acceptable. The failure by Winery to reject any grapes that Winery has the right to reject pursuant to the terms of this Agreement does not constitute a waiver of any right of Winery or obligation of Grower.

8. Representations and Warranties. For purposes of this section 8  
Grower is not the agent of Northern Holdings LLC.  
Grower makes the representations and warranties  
but not as an <sup>3</sup> agent of Northern Holdings LLC

8.1 By Grower. Grower warrants to Winery that as of the Effective Date and at the time of each delivery of grapes to Winery:

(a) Adulteration. None of the grapes shall be adulterated, mislabeled or misbranded within the meaning of the federal Food, Drug and Cosmetic Act, as amended, the California Pure Food Act, as amended, and the regulations issued pursuant thereto.

(b) Clear Title. The grapes shall be free of all liens, claims and encumbrances.

(c) Quality. The grapes shall comply with the quality standards set forth in this Agreement.

(d) Authority. The signatory to this Agreement on behalf of Grower has the full power and authority to enter into this Agreement and to bind Grower to the terms and conditions contained herein.

8.2 By Winery. Winery warrants to Grower that as of the Effective Date and at all time during the Term:

(a) Licenses. It is the named licensee on all federal and state permits and licenses necessary to engage in winemaking and grape sales.

(b) Clear Title. After delivery of the grapes to Winery and before payment in full of the Purchase Price, Winery shall keep all of the grapes delivered pursuant to the terms of this Agreement free and clear of any lien or security interest superior to Grower's lien described in Section 10 below.

(c) Authority. The signatory to this Agreement on behalf of Winery has the full power and authority to enter into this Agreement and to bind Winery to the terms and conditions contained herein.

8.3 Survival. The warranties contained in this Section 8 shall survive termination or expiration of this Agreement.

9. Termination. Upon the occurrence of any of the following (each a "Termination Event"), and upon written notice to the other party describing the Termination Event, either party may terminate this Agreement and shall be released from all future obligations hereunder: The commencement by or against the other party of a voluntary or involuntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or another applicable federal or state bankruptcy, insolvency or similar law; or the consent by the other party to the appointment of or the taking possession with or without the other party's consent of a receiver, liquidator, assignee, trustee, custodian, or other similar official for said party or for any substantial part of its property; the making by said party of any assignment for the benefit of its creditors; the failure by the other party generally to pay its debts as they become due; or the taking of any action by or on behalf of party in furtherance of any of the foregoing.

10. Security. Winery acknowledges that:

10.1 Grower is the beneficiary of a producer's lien pursuant to California Food & Agriculture Code §§55631 et seq. which attaches to the wine produced from the grapes sold by Grower to Winery pursuant to this Agreement; and

10.2 Pursuant to California Food & Agriculture Code §55638, Winery may not sell or transfer the wine produced from grapes purchased from Grower to any third party without using the sale proceeds to pay to Grower the amount due for the grapes so purchased.

11. Marketing. Winery may advertise its association and partnership with Grower and may, upon reasonable notice to Grower, bring Winery's customers or sales force to the Vineyard for tours. Grower shall cooperate with Winery in its marketing and advertising of the wine produced from the grapes sold pursuant to this Agreement.

12. Use of Vineyard Designate. Grower expressly reserves all rights related to the name Rabbit Ridge Vineyard. Should Winery desire to use such name as a vineyard designate, Grower hereby grants Winery a royalty-free, non-exclusive license to use such name as a vineyard designate on premium quality wine made from the grapes sold pursuant to this Agreement. Winery shall deliver to Grower one (1) bottle of such vineyard designated wine per vintage within ten (10) days of its release for purposes of quality control. If the wine does not meet Grower's quality expectations, Grower shall have the right to revoke the license granted herein.

13. General Provisions.

13.1 Successors and Assigns. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the non-assigning party, except as provided in this Section 13.1. If at any time Grower ceases to be fully in charge of grape production in the Vineyard, whether because of sale, lease, foreclosure, or any other reason, or if there is a sale or transfer of a controlling interest in the Grower or a significant change in the management of Grower or the Vineyard, then Grower shall notify Winery within 30 days of any such event and Winery shall have the right to terminate this Agreement effective as of the last day of any year remaining in the Term. Unless Winery elects to terminate this Agreement pursuant to the preceding sentence, this Agreement shall bind Grower's successors. If, at any time, there is a sale or other transfer of a controlling interest in Winery to a third party ("the Buyer"), and such sale includes an assignment of this Agreement, Winery shall notify Grower, within 30 days of such sale or transfer and, upon Grower's request, Winery shall furnish Grower information regarding the Buyer's ability to assume Winery's financial obligations under this Agreement. Such information shall be prepared by the Buyer and Winery does not warrant the validity of the information. All notices required by this section 13.1 shall be given in accordance with Section 13.8. Except as otherwise specifically provided in this Agreement, the terms and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

13.2 Force Majeure. In the event either party is compelled to reduce or suspend its operations or to cease performance of its obligations hereunder because of the passage hereafter of any laws or regulations, or because of any legal or administrative proceedings of any government or governmental agency, court or administrative agency order, strikes, boycotts, lockouts, other labor disturbances, interruption of power, either parties' temporary or permanent inability to operate for reasons outside that parties' reasonable control, fire, explosion, catastrophe, crop failure or shortage as a result of uncontrollable actions of the elements, or other Act of God, then such party shall, while to the extent so effected, be relieved to the extent thus prevented from performing its obligations hereunder.

In such event, the effected party shall take all reasonable measures to remove the disability, if possible, and resume full performance hereunder as soon as reasonably possible. If the inability to perform continues for more than ten days during harvest, or for more than 30 days at any other time, either party may terminate this Agreement upon five days' written notice to the other party.

13.3 Confidentiality. The parties acknowledge and agree that the terms of this Agreement, including the Purchase Price, shall remain confidential at all times.

13.4 Entire Agreement: Joint Preparation. This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, drafts, and other understandings which the parties may have had concerning the subject matter hereof. The Agreement has been prepared jointly by the parties after arm-length negotiations. Any uncertain or ambiguity existing hereunder shall not be construed against any party, but rather shall be interpreted in accordance with general contract principals and applicable law.

13.5 Amendments. This Agreement may not be amended or modified except in a writing signed by both parties.

13.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by, or invalid under, applicable law, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

13.7 Counterparts; Electronic Transmission. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same Agreement. The facsimile or electronic mail transmission of a signed copy of this Agreement or any amendment thereto to the other party or his agent, followed by acknowledgment of receipt, shall constitute delivery of such document.

13.8 Notice. All notices and statements required or permitted under this Agreement shall be in writing and shall be personally delivered or sent to the address, electronic mail address or facsimile number of the party being notified as set forth on the signature page hereto via an express delivery service, electronic mail, facsimile, or first class U.S. mail, and such notice shall be deemed to have been given when received or, if earlier: (i) if sent by express delivery service, on date delivery is guaranteed by such service; (ii) if by facsimile or electronic mail, on the date it is sent if sent during normal business hours, otherwise on the next business day; or (iii) if mailed, three days after deposit with the U.S. Postal Service with postage prepaid. Contact information for notice purposes shall be as set forth beneath the signature lines below until changed by notice given as provided herein.

13.9 Dispute Resolution. With respect to any dispute arising out of or related to this Agreement, the parties shall first make a good-faith endeavor to resolve the dispute without resort to litigation. In the event of a dispute, the parties agree to meet informally within 15 days after notice from a party requesting such a meeting. Should the dispute not be resolved by said informal discussions, the parties agree to attempt in good faith to resolve their differences in confidential, non-binding mediation, using an experienced mediator who is a retired judge or attorney with at least ten years of experience in the wine industry and who is mutually agreed upon by the parties. A mediation session shall be scheduled within 30 days after the failure of informal discussions to resolve the dispute, or as soon after said 30-day period as the selected mediator's schedule will allow. The requirement of good faith shall be satisfied by each party preparing a brief, written statement of that party's position to be submitted in advance to the

mediator and to the other party and by attending at least one mediation session of at least six hours' duration. Costs of the mediation shall be borne equally by the parties. The parties may be represented by counsel at both the informal discussions and the mediation session. If any party commences a court action based on a dispute to which this Section 13.9 applies without first attempting to resolve the matter through informal discussions and mediation, that party shall not be entitled to recover attorneys' fees, even if attorneys' fees would otherwise have been available to that party in any such court action. The following matters are excluded from the meet and confer and mediation requirements: (i) the filing of a court action for order of attachment, receivership, injunction, or other provisional remedies, and (ii) any matter which is within the jurisdiction of a probate, bankruptcy, or small claims court.

13.10 Attorneys' Fees. In the event any party shall maintain or commence any action or proceeding against any other party to enforce the terms of this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover reasonable attorneys' fees and costs therein incurred.

13.11 Headings. The titles and headings of the various sections of this Agreement have been inserted only for convenience of reference. They are not part of this Agreement and may not be used to construe or interpret any of the terms hereof.

13.12 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, without giving effect to principles of conflict of laws.

*All disputes shall be heard in the United States Bankruptcy Court Central District of California*

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, without giving effect to principles of conflict of laws. Sales Commission to VINO Tinto Consulting. 3% of the gross value of the agreement from the seller for the first year of the agreement no later than 30 days after the final payment by the Winery to the Grower as provided in Section. 2% commission no later than 30 days after the final payment by the Winery to the Grower for each subsequent year until terminated by the parties. VINO Tinto Consulting to Invoice Seller.

14.1 Sellers Warranties: The Seller warrants that #1. The Seller is the sole owner of the grapes described in this Agreement. #2. The Seller has the full right and authority to enter into this Agreement. #3. The Seller will deliver the grapes described in this Agreement to the Buyer free of any and all crop mortgages, liens, security interests and other encumbrances except as notified in writing.

(Signatures to Follow)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**GROWER:**

Lee Codding / Rabbit Ridge Vineyard  
Live Oak

By: [Signature]  
Title: Leroy "Lee" Codding  
Date: 6/6/2021

Address for Notice:

179 Niblick Rd no 406  
Paso Robles, CA 93446

Contact Name: Lee Codding  
Email: lecoddin@icloud.com  
Phone: 805-468-3331  
Fax: N/A

**WINERY:**

DAOU FAMILY ESTATES, LLC, a California limited liability company:

By: DAOU Vineyards, LLC, a California limited liability company

Daniel J. Daou

By: Daniel J. Daou, Manager

Date: 08/09/21

Address for Notice:

DAOU FAMILY ESTATES, LLC  
ATTN: Daniel J. Daou  
2777 Hidden Mountain Road  
Paso Robles, CA 93446  
Phone: (805) 226-5460 x206  
daniel@daouvineyards.com

Northern Holdings LLC  
by Richard A. Marshack, Bankruptcy Trustee

Ed M. K. Trustee

870 Roosevelt, Irvine, Ca 92620  
949-333-2777 rmarshack@marshackhays.com

(\*) All parties agree that Northern Holdings LLC and Richard Marshack as its Bankruptcy Trustee is a party to this agreement. No liability shall be sought or obtained against Richard Marshack in his personal capacity. Any claims Winery shall have against Northern Holdings LLC shall be a general unsecured claim and not an administrative claim. This contract is entered into subject to and in accordance with the Bankruptcy Court order which Winery acknowledges receiving.

EXHIBIT 7

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EXHIBIT A

VITICULTURAL PRACTICES

- Based on row spacing and vines per acre, crop load to be no more than 4.5 tons per acre.
- Grower shall prune, thin and drop fruit, including a green drop, as required to achieve this level of yield. Winery shall work with Grower's viticulture team with regards to each of these critical yield actions.
- Grower agrees that the vines shall bear only one crop per year; second crops are expressly prohibited.
- Grower agrees to maintain watering at minimal levels to "stress" the vines enough to maintain concentrated berries, but not so much as to shut down the vines and lose the fruit.
- Grower commits to consistent monitoring of the vines to insure proper pest control, irrigation and nutrient management.
- As of the Effective Date, Grower agrees that the Roundup herbicide is forbidden from the vineyard and acknowledges that if the product is applied the Winery holds the right to reject the grapes due to contamination.
- Winery will measure pH, Brix and TA of the grapes by random sample and provide said data to Grower. Most importantly, Grower agrees to harvest when the grapes are physiologically ready and the seeds have totally turned brown indicating readiness. The parties agree that Winery will determine the actual date of harvest based on Winery samples.
- Grower agrees that all grapes will be picked by hand and green/not mature or "unfit" clusters will be thrown away as to minimize damaging quality.

October 4, 2021

Buyer

San Antonio Winery, Inc.  
Attn: Anthony Riboli  
737 Larnar Street  
Los Angeles, CA 90031  
323-223-1401, Fax 323-221-7261

Seller

Rabbit Ridge Winery As Agent for Northern  
Attn: Lee Coddling Holdings LLC under the  
2380 Live Oak Road  
Paso Robles, CA 93446  
952-220-3216

Payee is US Trustee Richard Marshack for Northern Holding Estate -

Cabernet Franc Approx. 5 tons  
Cabernet Sauvignon Approx. 5 tons

Payment to be made payable to  
follows:

Pricing Terms

- Price per ton:  
\$3,350 in 2021

Richard Marshack, Bankruptcy Trustee  
of Northern Holdings LLC

Payment to be sent to Richard Marshack  
3870 Roosevelt, Irvine, Ca 92620

- Any controversy, dispute, or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and binding and judgment on said award may be entered in any court having jurisdiction thereof. Arbitration process to be completed in 90 days.

United States Bankruptcy Court for the Central Dist. of California

Duration

The duration of this contract is one (1) year beginning with crop year 2021. After contract expires, Buyer has first right to sign a new contract.

County

San Luis Obispo.

Payment Terms

100% within 30 days of harvest.

\* All Parties agree that Northern Holdings LLC and Richard Marshack as the Bankruptcy Trustee is a party to this agreement. No liability shall be sought or obtained against Richard Marshack in his personal capacity.

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EXHIBIT 7

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Conditions

1. Crop Level  
Target crop level is 3 tons/acre.

2. Sugar  
Brix levels 25-26.5 degrees.  
Target Brix: 25.5 degrees.

Seller will make every effort to achieve the Target Brix. The high and low of the inclusive range degrees Brix are listed only for impending weather conditions, and must be discussed with winery in any given year.

3. Consulting: Lee Alegre will consult with Seller for the duration of the contract. Any termination of Lee Alegre will be discussed with Buyer prior to completion.
4. Seller will install bird nets only after prior approval of the Buyer.
5. Hand Harvesting: Buyer requires hand harvesting.
6. Mildew, molds, rot, and/or MOG: must be less than 1.5% by weight or else buyer can reject.
7. Required cultural Practices for all San Antonio Winery vineyards:

Vines will be "crown suckered." This is the removal of all shoots not from the spur positions.

Double shoots will be removed. If a bud pushes two shoots, one will be removed. This can be done early or after set, at the grower's discretion.

All second (and third) crop will be removed to insure evenness of ripening of the fruit.

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EXHIBIT 7

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Green and mostly green clusters will be removed at 90% veraison to insure an even ripening.

Leaf pulling around the clusters will be performed to aid color development and air circulation.

Crop may be removed if it appears that there is too large a crop for the vines to support and ripen.

8. Seller's Duties and Responsibilities:

- Buyer determines the harvest date(s). Seller must harvest within 48 hours of the time set.
- Seller must furnish Buyer with pesticide reports before each harvest. Buyer may refuse grapes treated with chemicals not approved by state or federal regulators.
- Seller must warrant that Seller has full and unencumbered title to the grapes delivered. Seller may not assign this contract without Buyer's written consent.
- Seller must also warrant that the grapes provided under this contract are strictly first crop grapes.
- The prices set out above are F.O.B. winery. Seller assumes all responsibility for delivery.
- Term is for 1 year beginning with 2021 harvest. Contract is binding on all heirs and successors.

  
San Antonio Winery, Inc.  
By: Anthony Riboli

\_\_\_\_\_  
Date

  
Rabbit Ridge Winery  
By: Lee Coddling

10/4/2021  
\_\_\_\_\_  
Date

ADDENDUM TO GRAPE PURCHASE AGREEMENT DATED October 4, 2021

1. Assignment. This agreement shall be binding on and inure to the benefit of the parties' successors and assigns. However, Seller shall not assign this agreement nor delegate any obligations hereunder (whether to a prospective purchaser of Seller's vineyard property or otherwise) without Buyer's

*Bar* In no event may Buyer's damages and right to claim costs and attorneys fee exceed 25% of

advance written approval in Buyer's reasonable discretion, which may be conditioned on, among other things, the assignee having the experience and resources needed to perform Seller's obligations. Seller shall give <sup>the</sup> Buyer at least 45 days' advance notice of any proposed assignment or delegation and shall promptly provide <sup>contact</sup> to Buyer any information Buyer reasonably requests regarding the assignee's ability to perform Seller's obligations. If Buyer approves such assignment or delegation, such approval shall be deemed conditioned on the assignee assuming the Seller's obligations in a writing reasonably approved by Buyer, and Seller agrees to <sup>contact</sup> require any purchaser of the vineyard or other assignee to provide such a written assumption. Buyer's approval under this paragraph shall not be deemed to release Seller from liability for Seller's obligations if they are not performed in a timely manner.

2. Buyer's Remedies. Without limiting any other remedies available to Buyer under this agreement or applicable law, if Seller defaults in any obligations (including but not limited to obligations to plant, harvest and deliver the grapes), Buyer shall have the right (but not the obligation) (a) to advance funds to Seller for the performance of such obligations, and/or (b) to the extent permitted by applicable law and licensing requirements, to directly retain and/or pay appropriate personnel (and to take such other actions) as needed in Buyer's judgment to perform such obligations. Buyer shall have the right to deduct from the purchase price owed to Seller any funds so advanced or any costs so incurred by Buyer, together with interest at 10% per annum. Seller hereby agrees to provide access to Buyer and any personnel retained by Buyer for this purpose to enter Seller's vineyard property to perform such obligations of Seller that are in default. Seller hereby waives, and agrees to indemnify, defend and hold Buyer harmless against, any claims, demands, actions, losses, liabilities and expenses (including but not limited to reasonable attorney fees) arising out of Buyer's exercise of its rights in this paragraph. Seller warrants to Buyer that the remedies in this paragraph do not and will not conflict with the rights of any lenders or other third parties.

3. <sup>*Bar - United States Bankruptcy Court presiding over the Norborn Holdings*</sup> Disputes Resolution; Venue; Attorney Fees. To the greatest extent permitted by law, any <sup>*Cont*</sup> controversy, dispute or claim arising out of or relating to this agreement, or the breach thereof, shall be determined by the ~~Superior Court in Los Angeles County, California (or other court with proper jurisdiction in Los Angeles County)~~, and both parties agree to submit to the jurisdiction of that court for this purpose. In the event of any lawsuit or other legal action or proceeding between the parties arising out of or relating to this agreement, the prevailing party shall be entitled to an award against the other party for the prevailing party's reasonable attorney fees and costs incurred in or relating to such suit, action or proceeding.

4. Miscellaneous. This agreement shall be governed by and construed in accordance with California law. This agreement constitutes the entire agreement of the parties relating to its subject matter, and any changes or amendments to the agreement must be in writing and signed by the parties. Similarly, any waiver of rights under this agreement must be in writing and signed by the party giving the waiver. If any provision of this contract is determined to be invalid, the balance of the contract shall be enforced to the extent permitted by applicable law. The parties may sign this agreement in counterparts which, taken together, shall constitute one agreement. Similarly, the parties may bind themselves to this agreement or any amendment by faxed (or scanned and emailed) signatures in the same manner as by original signatures. However, for convenience and record-keeping purposes, any party becoming bound by faxed (or scanned and emailed) signatures shall provide to the other party an ink-signed original of the agreement for the other party's records within ten days thereafter.

BUYER

*[Signature]*

- San Antonio Winery, Inc.  
- By: Anthony Riboli  
- Title:  
- Date:

SELLER

*[Signature]*

- Rabbit Ridge Winery  
- By: Lee Coddling  
- Title: President  
- Date: 10/4/2021

*Buyer acknowledges that Richard Marshack is operating as a Bankruptcy Trustee and there shall be no claims or liability against Richard Marshack in his personal capacity*

*Bar* *[Signature]*  
Richard Marshack



**EXHIBIT 8**



**Secretary of State**  
**Statement of Information**  
(Limited Liability Company)

**LLC-12**

21-F60185

**FILED**

In the office of the Secretary of State  
of the State of California

OCT 26, 2021

**This Space For Office Use Only**

**IMPORTANT** — [Read instructions](#) before completing this form.

**Filing Fee – \$20.00**

**Copy Fees** – First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00 plus copy fees

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

HUMANITY WINE COMPANY LLC

**2. 12-Digit Secretary of State File Number**  
201829110297

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)  
CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box 2814 Cottage Lane	City (no abbreviations) Paso Robles	State CA	Zip Code 93446
b. Mailing Address of LLC, if different than item 4a 179 Niblick Road, Suite 326	City (no abbreviations) Paso Robles	State CA	Zip Code 93446
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 2814 Cottage Lane	City (no abbreviations) Paso Robles	State CA	Zip Code 93446

**5. Manager(s) or Member(s)**

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b Steven	Middle Name	Last Name Jones	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 2814 Cottage Lane	City (no abbreviations) Paso Robles	State CA	Zip Code 93446

**6. Service of Process** (Must provide either Individual **OR** Corporation.)

**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is <b>not</b> a corporation) Steven	Middle Name	Last Name Jones	Suffix
b. Street Address (if agent is <b>not</b> a corporation) - <b>Do not enter a P.O. Box</b> 2814 Cottage Lane	City (no abbreviations) Paso Robles	State CA	Zip Code 93446

**CORPORATION** – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

**7. Type of Business**

a. Describe the type of business or services of the Limited Liability Company  
Wine Business Marketing

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. The Information contained herein, including any attachments, is true and correct.**

10/26/2021

Steven Jones

Managing Member

Date

Type or Print Name of Person Completing the Form

Title

Signature


**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: [ ]

Company:

Address:

City/State/Zip: [ ]

 <b>Attachment to Statement of Information (Limited Liability Company)</b>	<b>LLC-12A Attachment</b>	<b>21-F60185</b>
<b>A. Limited Liability Company Name</b> HUMANITY WINE COMPANY LLC		This Space For Office Use Only
<b>B. 12-Digit Secretary of State File Number</b> 201829110297	<b>C. State or Place of Organization</b> (only if formed outside of California) CALIFORNIA	

**D. List of Additional Manager(s) or Member(s)** - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name Kelly	Middle Name	Last Name Jones	Suffix
Entity Name			
Address 2814 Cottage Lane	City (no abbreviations) Paso Robles	State CA	Zip Code 93446
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code

## **EXHIBIT 9**

## VINO TINTO CONSULTING

Office Phone: 1-909-391-1582 Cell Phone: 1-909-855-7235 CDFA License #: M17416

E-Mail: [vinotintocons@aol.com](mailto:vinotintocons@aol.com) /536 N. Cucamonga Ontario, Calif. 91764

### WINE GRAPE PURCHASE AGREEMENT

This Agreement is made and entered into this 27th day of August, 2021. By and between Rabbit Ridge Wine Sales, Inc., referred to herein as the "Seller" and Brady Vineyard 2489 Harvest Meadow Place Paso Robles, California 93446, herein referred to as the "Buyer".

#### THE GRAPES REFERRED TO IN THIS AGREEMENT ARE AS DESCRIBED BELOW:

AVA	VARIETY	VINEYARD ADDRESS	RANCH	BLOCK	ACRES	TONNAGE
Paso Robles	Zinfandel	1172 San Marcos Road Paso Robles, Cal. 93446	San Marcos	Field 1	9	10

**1. PURCHASE QUANTITY:** Seller shall not be liable or obligated to supply grapes Buyer beyond the actual yields of the vineyard (s) described in this Agreement. The weight for payment of the grapes will be determined by a licensed winery weigh master on a certified scale. Actual tonnage delivered to the Buyer may vary from year to year given the variations of the yield in the vineyard described herein. The minimum acceptable tonnage per acre shall be 2 tons per acre and the maximum 4 tons to the acre. The Seller shall perform a minimum of one green drop prior to harvest.

**2. QUALITY/CHEMISTRY:** The minimum Brix acceptable to the Buyer shall be 25 Brix and the Maximum Brix level being 27 Brix with a target of 26 Brix at harvest. The determination of picking date shall be at the discretion of the Buyer with reasonable consideration to the Seller as to the overall quality of the crop at harvest.

**3. HARVEST AND DELIVERY:** The grapes shall be harvested by hand in the early morning hours into five ton Gondolas ~~supplied by the Buyer. Said Gondolas shall be delivered at the cost of the Buyer in a timely manner and in sufficient quantity to harvest and transport the grapes described in this Agreement.~~ The costs of arranging for and the harvest of the grapes shall be paid by the Seller. The cost of arranging for and the delivery of the grapes to the Buyers processing facility shall be paid by the

Seller. The Seller shall inform the Buyer in a timely manner of the type of transport in which the Seller will make delivery of the grapes as well as any special equipment that may be required. Neither party shall cause unreasonable delay in the delivery of the grapes to the Buyers processing facility.

**4. TERM.** The term of this Agreement which shall commence on the date thereof, shall be for the grape crop year of 2021 (A one year Agreement)

**5. COMPLIANCE WITH LAWS:** Seller warrants that in compliance with any and all laws and regulations that all grapes under this contract, at the point of delivery to buyer, shall not be adulterated or misbranded within the meaning of any law including the Federal Food, Drug and Cosmetics Act as amended (21 U.S.C Section 301, et seq. - the "Act") nor will they be an article which may not, under the Provisions of Section 404 and 405 of the Act be introduced to Interstate commerce. Seller further warrants that grapes will not contain pesticide residue prohibited by or in excess of tolerances established by any state and/or federal regulatory authority and that the grapes shall meet all standards of the Act and the Sherman Food, Drug and Cosmetics Law, California Health and Safety Code, Section 26,000 et seq.

**6. QUALITY STANDARDS:** Buyer will accept for purchase from the seller only those grapes meeting the following minimum quality standards. All grapes, at the point of delivery to buyer, shall be sound, fully matured, ripe and in merchandisable condition with all containers, at the point of delivery to buyer, having less than 2% defects by weight and not more than 2% material other than grapes (MOG). At the time of delivery all grapes shall be in suitable condition for processing by the buyer. For the purpose of this agreement the term "Defects" shall include, but not be limited to, decomposition of decay induced by Fungi or Bacteria, damage caused by exposure to sub-freezing temperatures and breaks in grape skins not caused by mechanical harvest. For the purpose of this agreement, materials other than grapes shall include, but not limited to, leaves, leaf stems, grape canes, trellis, or irrigation construction materials and any other non grape material.

**7. PRICE PER TON:** The purchase price for the Zinfandel wine grapes described above shall be \$1,700.00 per ton.

**8. PAYMENT TERMS:** Payment in full for the Zinfandel wine grapes described in this Agreement shall be made in two equal payments. The first on or before November 1 of the crop year in which the grapes were harvested and the second on or before



December 15 of the grape crop year in which the grapes were harvested. Seller to Invoice Buyer.

**9. SALES COMMISSION TO VINO TINTO CONSULTING:** 3% of the gross value of the Agreement from the Seller. Vino Tinto Consulting to Invoice Seller.

**10. SELLERS WARRANTIES:** The Seller warrants that #1. The Seller is the sole owner of the grapes described in this agreement. #2. The Seller has the full right and authority to enter into this Agreement. #3. The Seller will deliver the Grapes described in this Agreement to the Buyer free of any and all crop mortgages, liens, security interests and other encumbrances except as notified in writing.

**11. LITIGATION OF DISAGREEMENTS:** In the event of a disagreement between the parties arising as a result of this Agreement. The parties reserve the right to seek relief in the Superior Court of the State of California, County of San Luis Obispo. Or upon the agreement of the parties, Binding Arbitration. A single Arbitrator, agreed upon by the parties, with sufficient knowledge of the wine grape and or wine industry shall be chosen to conduct the proceeding. The costs of which to be borne by the losing party.

**12. NOTICES:** All contacts regarding this Agreement should be forwarded:

**If to Seller:**

Mr. Lee Coddington  
Rabbit Ridge Wine Sales, Inc.  
1172 San Marcos Road  
Paso Robles, California 93446  
Cell Phone: 1-925-220-8216  
E-Mail: lecoddingtoniv@icloud.com

**If to Buyer:**

Mr. Don Brady  
Brady Vineyard  
2489 Harvest Meadow Place  
Paso Robles, California 93446  
Cell Phone: 1-805-423-1742  
E-Mail: dbrady@roberthallwinery.com

**AFTER CAREFULLY READING AND FULLY UNDERSTANDING THE AGREEMENT AS SET FORTH**



ABOVE. THE UNDERSIGNED PARTIES DO WITH OUR AUTHORIZED SIGNATURES BELOW DO  
HEREBY AGREE TO THE TERMS CONDITIONS AND SPIRIT OF THE GRAPE SALES  
AGREEMENT.

**Agreed to by:**

For: Rabbit Ridge Wine Sales, Inc.

For: Brady Vineyard

Signature: \_\_\_\_\_

 \_\_\_\_\_

Print Name: \_\_\_\_\_

Don M. Brady \_\_\_\_\_

Title: \_\_\_\_\_

Owner \_\_\_\_\_

Date: \_\_\_\_\_

8-24-21 \_\_\_\_\_

**EXHIBIT 10**

## Timothy A. Lambirth

Attorney At Law

25350 Magic Mountain Pkwy-3rd Floor  
Valencia, CA 91355  
Phone 661 481-2225  
Fax 661 481-2001  
tal@lambirthlaw.com

December 15, 2021

**Via Email, Fax and U.S. Priority Mail**

Michael J. Gomez, Esq.  
Frandzel Robins Bloom & Csato, LC  
516 West Shaw, Ste. 200  
Fresno, CA 93704  
Fax: (559) 221-2660  
MGomez@frandzel.com

Reed Waddell, Esq.  
Frandzel Robins Bloom & Csato, LC  
1000 Wilshire Blvd., 19<sup>th</sup> Floor  
Los Angeles, CA 90017  
Fax: (323) 651-2577  
FWaddell@frandzel.com

Re: *In re Northern Holding, LLC*  
US Bankruptcy Case Number: 8-20-bk-13014-MW

Dear Mr. Gomez and Mr. Waddell:

Please be advised that I represent Rabbit Ridge Wine Sales, Inc. (“RRWSI”). It has been brought to my attention that your client, Farm Credit and its agents have locked RRWSI out of the winery facility located at 1172 San Marcos Road, Paso Robles, CA 93446 (“Premises”).

RRWSI was, and has been for quite some time, lawfully in possession of the Premises. Thousands of cases of its wine, and wine under its custody and control, is now beyond its control due to your client wrongfully locking them out of the Premises and thereafter continuing to deny them reasonable access.

Your client’s conduct is unlawful for several reasons, including but not limited to, its failure to provide my clients with due process, by providing them notice and an opportunity to respond. Your client failed to provide any notice whatsoever, not even a three-day notice, a five-day notice, ten-day notice or thirty-day notice!

Your client is also liable to my clients for damages caused by them committing conversion, trespass to chattels, interference with prospective economic advantage and forcible detainer.

Demand is hereby made upon your client that it immediately make arrangements with RRWSI to afford them access to the Premises, and further that RRWSI be permitted to remove its personal property from that facility.

Michael J. Gomez, Esq.  
Reed Waddell, Esq.  
December 15, 2021  
Page 2 of 2

My clients are incurring damages on a daily basis as a result of lost sales and other business opportunities. Thus, your client's immediate attention to this problem, which they have created, is required.

Should this matter not be resolved immediately, my clients will be considering all legal options available to it, including filing a motion in the Northern Holding bankruptcy or seeking relief in the Superior Court.

Please call me to discuss as soon as possible at 661 644-5525, as time is of the essence.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Timothy A. Lambirth", with a stylized flourish at the end.

Timothy A. Lambirth

cc: Marshack Hays, LLP (via email and fax)  
Counsel for Trustee, Richard A. Marshack  
ehays@marshackhays.com  
dwood@marshackhays.com  
tmang@marshackhays.com

# **EXHIBIT 11**

**Subject:** FW: True-Up Grape Revenue

Begin forwarded message:

**From:** Lee Codding <[lecoddgiving@icloud.com](mailto:lecoddgiving@icloud.com)>  
**Date:** December 17, 2021 at 1:03:41 PM PST  
**To:** Richard Marshack <[RMarshack@marshackhays.com](mailto:RMarshack@marshackhays.com)>, Lori Ensley <[LJENSLEY@aol.com](mailto:LJENSLEY@aol.com)>, Pam Kraus <[pkraus@marshackhays.com](mailto:pkraus@marshackhays.com)>  
**Subject:** True-Up Grape Revenue

All,

True-up details below. First some data points. Please give this a thorough read. Thanks in advance.

Harvest is intense and time sensitive. All the grape sales negotiations had to be pursued well in advance of the farm agreement. As well in advance of court approval of the agreement. Otherwise we wouldn't have had any customers. I had to proceed with the best practical basis to get everything we could sold.

We had a handful of grape customers that either due to legacy issues, urgency, customary payment remittance practices or discomfort/unwillingness to go along with the BK entity paperwork needed to be handled on a practical basis.

This was done with good reason: to maximize value. The intent was always and still is to reconcile everything against cost recovery in a true-up. That's the reason I had already set the anticipated cost recovery submission at \$232,000 instead of the \$400,000 allowed in the farming agreement. As we've discussed is time for that true-up now.

There's what's correct according to the letter of the law and there's what's right. They aren't always the same thing. In this case dealing with customers on a reality basis and preserving the income for the estate was the right thing to do. If official procedure had been adhered to we would have lost these customers and this fruit revenue for the estate. The fruit doesn't wait.

Please find a recap below. Documentation to Lori will follow under separate covers.

Anarchist \$30,000  
Graveyard \$3,285  
Nicora \$44,000 less  
Oniell \$22,297.89  
Pali \$30,877.52  
Rangeland \$7,752  
Sycamore \$2,747.90

To reiterate, in preparation for this true up I had long ago set the cost recovery submission at \$232,000 instead of the \$400,000 allowed in the farming agreement. In excess of this \$400,000 limit was spent in farming operations.

Let's get this put to bed.

Best regards,  
Lee

Lee Coddington  
[952/220-8216](https://www.courtlistener.com/doc/952/220-8216/lecoddingtoniv@icloud.com/) / [lecoddingtoniv@icloud.com](mailto:lecoddingtoniv@icloud.com)



## **EXHIBIT 12**

Memorandum of Understanding between Lee Codding and Related Entities as more specifically defined below and Richard Marshack, Bankruptcy Trustee of Northern Holding LLC ("Trustee"), bankruptcy case number 8:20-bk-13014-MW. Dated December 20, 2021.

**Recitals:**

1. Lee Codding ("Mr. Codding") and Trustee entered into that certain agreement entitled "Farm Operator Agreement 2021" ("Farm Agreement") and the presiding Bankruptcy Judge caused an order to be entered on September 7, 2021, as Docket No. 211 approving the Farm Agreement.
2. Pursuant to the Farm Agreement, all proceeds of assets that are permitted to be liquidated (grapes) were to be paid directly to the Trustee. Further certain expenses as outlined in the Farm Agreement would be advanced by Mr. Codding and after receipt of an accounting and approval of the accounting by the Trustee, the Bankruptcy Estate would reimburse Mr. Codding from proceeds of the assets sold.
3. Mr. Codding and/or Fluid Wine Fund I LLC, Rabbit Ridge Wine Sales, Inc., and Humanity Wine Company LLC (Collectively "Related Entities") received proceeds of sale of grapes.
4. This Farm Agreement is without prejudice to other rights and remedies Trustee or the Bankruptcy Estate may have.

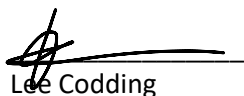
**Agreement**

1. Mr. Codding and Related Entities agree that the total amount of funds due to him and Related Entities, under the Farm Agreement or any transactions or agreements do not collectively exceed \$232,000.
2. Mr. Codding and Related Entities agree that the Trustee, on behalf of the Bankruptcy Estate of Northern Holding LLC, may offset or deduct from any money owed to Mr. Codding or to Related Entities the sum of no less than \$140,960.31.
3. Mr. Codding and the Related Entities represent and warrant that all funds that they have received that are or once were proceeds from assets of the Bankruptcy Estate, or that are or were assets of the Debtor, or that are proceeds from sales of grapes that were grown on the real estate owned by the Debtor (Northern Holding LLC), have been fully disclosed and are fully outlined in that certain e mail dated December 17, 2021 and attached hereto as exhibit A.
4. To the extent Mr. Codding or Related Entities seeks reimbursement, backup documentation including paid invoices and cleared checks to support the requested reimbursements no later than January 5, 2022. All parties agree that any invoices or requests for reimbursement submitted after January 5, 2022 will not and do not have to be paid.

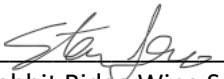

Agreed







Richard Marshack  
Bankruptcy Trustee





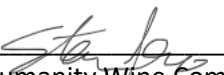

Lee Codding  
Individually



  
Rabbit Ridge Wine Sales Inc  
By: Steve Jones  


  
Rabbit Ridge Wine Sales Inc  
By: Lee Codding  
It's: 

  
Fluid Wine Fund I LLC  
By: Steve Jones  
It's: 

  
Fluid Wine Fund I LLC  
By: Lee Codding  
It's: 

  
Humanity Wine Company LLC  
By: Steve Jones  
It's: 

  
Humanity Wine Company LLC  
By: Lee Codding  
It's: 

## **EXHIBIT 13**



**LEROY CODDING**

**INVOICE**

13217 Jamboree Rd. St 429  
Tustin CA 92782

Attention: Richard Marshack, US Trustee  
Northern Holding Chapter 7 Estate  
Via email  
Date: 12/30/2021

Project Title: Northern Holding Grapes farmed by agreement w/ L. Codding  
Project Description: Wine Grapes from 2021 Harvest  
Invoice Number: 1257.3  
Terms: Due Upon Receipt/ Progress Payments Accepted as Collections Occur

Please note - partial remittance as funds are collected from crop revenue by check  
or cashiers check to:

Leroy Codding 13217 Jamboree Rd. Ste. 429 Tustin, CA 92782

Progress payments requested as collections occur. Thank you!

Description		Extend
Vineyard Direct Labor Cost Recovery (non BK owned entity)		\$242,855
Vineyard Nutrient, Equip Maintenance Cost Recovery		\$47,649.39
Vineyard Analysis Cost Recovery		\$4,215.60
Power- wells		\$56,363
Vineyard Labor - outside entity		Pending
Other		Pending
Insurance - property and estate forced property coverage		\$10,983
<b>Due</b>	Subtotal	\$ 372,066.28
<b>Progress payments to date</b>		\$ 0.00
<b>Due 12/30/2021</b>	Total USD	\$ 372,066.28

Payroll Advanced by Farming Entity for Northern Crop		
Payroll summary by employee report		
From Jan 01, 2021 to Dec 01, 2021 for all employees from all locations		
Name	Hours - total	Hours - Vinyard Hourly
[REDACTED] David H	1401.5	416.5
[REDACTED] JESUS T	2260	604
[REDACTED] ez, Jose R	535	135
[REDACTED] JUAN	3278	1452.5
[REDACTED] Gustavo Hernandez	2473.5	646.5
[REDACTED] MICHAEL J	1906.74	
Total	11854.74	3254.5

Hours - Regular	Hours - Sal	Gross pay - total
		\$ 20,321.75
99		\$ 33,025.50
		\$ 7,757.50
105.5		\$ 52,397.50
99		\$ 42,486.50
	1906.74	\$ 68,750.00
<b>303.5</b>	<b>1906.74</b>	<b>\$ 224,738.75</b>



Gross pay - PAID TIME OFF-Hourly	Gross pay - Vinyard Hourly
\$ 522.00	\$ 6,039.25
\$ 480.00	\$ 8,903.50
	\$ 1,957.50
	\$ 23,240.00
\$ 136.00	\$ 11,107.50
<b>\$ 1,138.00</b>	<b>\$ 51,247.75</b>

Gross pay - TIPS	Gross pay - Regular	Gross pay - Sal
	\$ 1,287.00	
	\$ 1,637.50	
	\$ 1,683.00	
		\$ 68,750.00
<b>0</b>	<b>\$ 4,607.50</b>	<b>\$68,750.00</b>

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Gross pay - Holiday	Adjusted gross	Other pay - total
	\$ 20,321.75	
	\$ 33,025.50	
	\$ 7,757.50	
	\$ 52,397.50	
	\$ 42,486.50	
	\$ 68,750.00	
<b>0</b>	<b>\$ 224,738.75</b>	<b>0</b>

Employee taxes - total	Employee taxes - SS	Employee taxes - Med
-\$ 1,935.83	-\$ 1,259.95	-\$ 294.67
-\$ 4,583.30	-\$ 2,047.58	-\$ 478.87
-\$ 842.70	-\$ 480.97	-\$ 112.48
-\$ 7,492.47	-\$ 3,248.65	-\$ 759.76
-\$ 4,744.76	-\$ 2,634.16	-\$ 616.05
-\$ 13,906.48	-\$ 4,262.50	-\$ 996.88
<b>-\$ 33,505.54</b>	<b>-\$ 13,933.81</b>	<b>-\$ 3,258.71</b>

Employee taxes - CA PIT	Employee taxes - CA SDI	Employee taxes - FIT
-\$ 137.35	-\$ 243.86	
-\$ 963.78	-\$ 396.31	-\$ 696.76
-\$ 156.16	-\$ 93.09	
-\$ 252.08	-\$ 628.77	-\$ 2,603.21
-\$ 19.57	-\$ 509.85	-\$ 965.13
-\$ 1,751.86	-\$ 825.00	-\$ 6,070.24
<b>-\$ 3,280.80</b>	<b>-\$ 2,696.88</b>	<b>-\$ 10,335.34</b>

Net pay	Employer taxes & contributions - total
\$ 18,385.92	\$ 1,708.62
\$ 28,442.20	\$ 2,680.45
\$ 6,914.80	\$ 747.45
\$ 44,905.03	\$ 4,162.41
\$ 37,741.74	\$ 3,404.21
\$ 54,843.52	\$ 5,413.38
<b>\$ 191,233.21</b>	<b>\$ 18,116.52</b>

Employer taxes - total	Employer taxes - FUTA	Employer taxes - SS
\$ 1,708.62	\$ 42.00	\$ 1,259.95
\$ 2,680.45	\$ 42.00	\$ 2,047.58
\$ 747.45	\$ 42.00	\$ 480.97
\$ 4,162.41	\$ 42.00	\$ 3,248.65
\$ 3,404.21	\$ 42.00	\$ 2,634.16
\$ 5,413.38	\$ 42.00	\$ 4,262.50
<b>\$ 18,116.52</b>	<b>\$ 252.00</b>	<b>\$ 13,933.81</b>



Employer taxes - Med	Employer taxes - CA ETT	Employer taxes - CA SUI
\$ 294.67	\$ 7.00	\$ 105.00
\$ 478.87	\$ 7.00	\$ 105.00
\$ 112.48	\$ 7.00	\$ 105.00
\$ 759.76	\$ 7.00	\$ 105.00
\$ 616.05	\$ 7.00	\$ 105.00
\$ 996.88	\$ 7.00	\$ 105.00
<b>\$ 3,258.71</b>	<b>\$ 42.00</b>	<b>\$ 630.00</b>

<b>Total payroll cost</b>	
	\$ 22,030.37
	\$ 35,705.95
	\$ 8,504.95
	\$ 56,559.91
	\$ 45,890.71
	\$ 74,163.38
<b>\$ 242,855.27</b>	

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03/03	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA
03/05	Amazon.com*9B6CF3FJ3 Amzn.com/bill WA
03/05	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA
03/05	76 - TEMPLETON MARKET TEMPLETON CA
03/08	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA
03/08	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA
03/08	CHEVRON 0212458 PASO ROBLES CA
03/09	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA
03/09	TRACTOR SUPPLY CO #1609 PASO ROBLES CA
03/10	SAN PASO TRUCK STOP PASO ROBLES CA
03/10	SAN JOAQUIN TRACTOR CO BAKERSFIELD CA
03/12	SAN PASO TRUCK STOP PASO ROBLES CA
03/12	CARQUEST OF TEMPLETON TEMPLETON CA
	STEVEN JONES
	TRANSACTIONS THIS CYCLE (CARD 5551) \$16699.57

2,601.24  
90.06  
5,202.48  
38.58  
748.07  
4,954.95  
70.00  
748.07  
80.78  
44.00  
165.09  
125.00  
1,831.25

03/12	TEMPLETON AUTO PARTS & SE 805-4342177 CA
	STEVEN JONES
	TRANSACTIONS THIS CYCLE (CARD 0959) \$60.00

60.00

\$14,335.52

2021 Totals Year-to-Date

Total fees charged in 2021	\$99.00
Total interest charged in 2021	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

Farming Cap

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage	Balance Subject To	Interest
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08/20	SAN PASEO TRUCK STOP PASO ROBLES CA	108.46
08/20	MATHESON TRI-GAS 766 PASO ROBLES CA	103.20
08/19	SAN PASEO TRUCK STOP PASO ROBLES CA	76.18
08/19	SAN PASEO TRUCK STOP PASO ROBLES CA	51.25
	STEVEN JONES	
	TRANSACTIONS THIS CYCLE (CARD 5551) \$339.09	

#### 2021 Totals Year-to-Date

Total fees charged in 2021 \$138.00  
Total interest charged in 2021 \$1,297.51

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	20.49%(v)(d)	\$23,586.46	\$410.48
<b>CASH ADVANCES</b>			
Cash Advances	24.99%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	20.49%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate  
(d) = Daily Balance Method (including new transactions)  
(a) = Average Daily Balance Method (including new transactions)  
Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

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07/16	SAN PASO TRUCK STOP PASO ROBLES CA	59.61
07/15	SAN PASO TRUCK STOP PASO ROBLES CA	60.04
07/23	76 - GOLDEN HILL 76 PASO ROBLES CA	95.00
07/26	SAN PASO TRUCK STOP PASO ROBLES CA	50.57
07/30	SAN PASO TRUCK STOP PASO ROBLES CA	72.73
07/29	SAN PASO TRUCK STOP PASO ROBLES CA	97.02
08/03	AMZN Mktg US*2P7YP0BM1 Amzn.com/bill WA	17.69
08/04	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA	475.00
08/06	SAN PASO TRUCK STOP PASO ROBLES CA	92.28
08/10	SAN PASO TRUCK STOP PASO ROBLES CA	54.84
08/12	HEWITT HDWE, INC. TEMPLETON CA	172.08
08/13	SAN PASO TRUCK STOP PASO ROBLES CA	51.68
08/13	SAN PASO TRUCK STOP PASO ROBLES CA	87.08

STEVEN JONES  
TRANSACTIONS THIS CYCLE (CARD 5551) \$1385.62

07/29	GLS US 800 322 5555 800-322-5555 CA	374.68
08/01	PP*HUMANITYWINECO PASO ROBLES CA	2,413.58
	STEVEN JONES	
	TRANSACTIONS THIS CYCLE (CARD 0959) \$2788.26	

*\$1 475-*  
*Kenn*  
*Farming expense*

2021 Totals Year-to-Date	
Total fees charged in 2021	\$99.00
Total interest charged in 2021	\$887.03

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Annual Balance

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06/16	HEWITT HDWE, INC. TEMPLETON CA	182.66
06/18	76 - GOLDEN HILL 76 PASO ROBLES CA	61.79
06/18	GOLDEN HILL COUNTRY STOR PASO ROBLES CA	75.00
06/21	SAN PASO TRUCK STOP PASO ROBLES CA	52.89
06/21	SAN PASO TRUCK STOP PASO ROBLES CA	49.23
06/23	FARM SUPPLY COMPANY PR PASO ROBLES CA	55.28
06/24	IN *ABALONE COAST ANALYT 805-5951080 CA	136.00
06/24	COASTAL TRACTOR - PASO R SALINAS CA	606.54
06/25	COASTAL TRACTOR - PASO R SALINAS CA	41.39
06/26	76 - GOLDEN HILL 76 PASO ROBLES CA	77.38
06/29	WILSON O & V SUPPLY, LLC YAKIMA WA	1,053.18
06/29	COASTAL TRACTOR - PASO R SALINAS CA	91.43
06/30	CAL-COAST MACHINERY INC PASO ROBLES CA	158.04
06/30	SES PIONEER MART PASO ROBLES CA	59.52
07/01	MATHESON TRI-GAS 766 PASO ROBLES CA	58.19
07/02	SAN PASO TRUCK STOP PASO ROBLES CA	124.36
07/02	SAN PASO TRUCK STOP PASO ROBLES CA	69.26
07/02	MARK'S TIRE SERVICE PASO ROBLES CA	291.31
07/09	HEWITT HDWE, INC. TEMPLETON CA	43.07
07/09	76 - TEMPLETON MARKET TEMPLETON CA	94.83
07/13	IN *BUCHER VASLIN NORTHAM 707-8232883 CA	798.76
07/13	AMZN Mktp US*2E0J84TY1 Amzn.com/bill WA	29.49
07/13	76 - GOLDEN HILL 76 PASO ROBLES CA	74.25
07/13	SAN PASO TRUCK STOP PASO ROBLES CA	87.76
	STEVEN JONES	
	TRANSACTIONS THIS CYCLE (CARD 5551) \$4371.55	
07/08	Amazon.com Amzn.com/bill WA	-76.11
06/22	SCHWARTZ SCHWARTZ AND AS 5168676603 NY	500.00
06/23	AMZN Mktp US*210905PL2 Amzn.com/bill WA	38.05
06/26	Amazon.com*213GV4K30 Amzn.com/bill WA	76.11

6183732  
Farm Cost

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05/17	Amazon.com*2L4EH8DK2 Amzn.com/bill WA	63.80
05/25	IN *PASO ROBLES BEARING & PASO ROBLES CA	45.35
05/27	BUTTONWILLOW WAREHOUSE CO 661-695-6500 CA	7,300.00
05/27	SAN PASO TRUCK STOP PASO ROBLES CA	59.26
05/28	SAN PASO TRUCK STOP PASO ROBLES CA	125.00
06/01	HEWITT HDWE, INC. 805-434-1430 CA	241.16
06/01	COASTAL TRACTOR - PASO R SALINAS CA	463.44
06/02	CAL COAST IRRIGATION 805-2382800 CA	448.77
06/03	SAN PASO TRUCK STOP PASO ROBLES CA	19.21
06/04	SAN PASO TRUCK STOP PASO ROBLES CA	57.85
06/03	SAN PASO TRUCK STOP PASO ROBLES CA	125.00
06/07	RITE AID 05832 PASO ROBLES CA	46.00
06/07	SAN PASO TRUCK STOP PASO ROBLES CA	70.03
06/09	76 - GOLDEN HILL 76 PASO ROBLES CA	70.34
06/08	HEWITT HDWE, INC. TEMPLETON CA	96.65
06/15	SAN PASO TRUCK STOP PASO ROBLES CA	57.03
06/15	SAN PASO TRUCK STOP PASO ROBLES CA	84.09
	STEVEN JONES	
	TRANSACTIONS THIS CYCLE (CARD 5551) \$9372.92	
05/17	AMZN Mktp US*2R1J15NQ1 Amzn.com/bill WA	41.22
05/17	AMZN Mktp US*2L69969X0 Amzn.com/bill WA	119.58
05/27	YANAGI SUSHI INC PASO ROBLES CA	82.91
05/28	AMZN Mktp US*2X7AZ9F01 Amzn.com/bill WA	24.47
05/27	AMZN Mktp US*2R08C6HU0 Amzn.com/bill WA	31.00
05/29	AMZN Mktp US*2R09H5D00 Amzn.com/bill WA	59.80
06/01	Prime Video*2R0FP4SX2 888-802-3080 WA	5.99
06/01	GLS US 800 322 5555 800-322-5555 CA	424.96
06/02	AMZN Mktp US*2R0BI8R20 Amzn.com/bill WA	38.05
06/05	Prime Video*2X8E76MC1 888-802-3080 WA	17.99
06/07	PAYPAL *INWC 402-935-7733 CA	372.24

\$ 9372.92  
Four Expense



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Done

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LTE 9%



05/06	C & N TRACTORS PASO ROBLES CA	-53.63
04/20	AMZN Mktp US*3E0BW5P43 Amzn.com/bill WA	58.92
04/20	AMZN Mktp US*JS60D5J13 Amzn.com/bill WA	30.81
04/22	SAN PASO TRUCK STOP PASO ROBLES CA	73.74
04/23	SAN PASO TRUCK STOP PASO ROBLES CA	50.85
04/26	FARM SUPPLY COMPANY PR PASO ROBLES CA	343.48
04/26	AMZN Mktp US*SB1Q13ME3 Amzn.com/bill WA	96.93
04/26	HEWITT HDWE, INC. TEMPLETON CA	217.78
04/26	SAN JOAQUIN TRACTOR CO BAKERSFIELD CA	44.69
04/28	HEWITT HDWE, INC. TEMPLETON CA	23.14
04/28	C & N TRACTORS PASO ROBLES CA	237.45
04/28	SAN PASO TRUCK STOP PASO ROBLES CA	85.08
04/28	SAN PASO TRUCK STOP PASO ROBLES CA	55.00
04/30	HEWITT HDWE, INC. TEMPLETON CA	122.55
05/03	C & N TRACTORS PASO ROBLES CA	730.53
05/04	HEWITT HDWE, INC. TEMPLETON CA	123.89
05/05	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA	2,493.56
05/04	SAN PASO TRUCK STOP PASO ROBLES CA	50.99
05/06	HEWITT HDWE, INC. TEMPLETON CA	45.05
05/05	SAN PASO TRUCK STOP PASO ROBLES CA	68.03
05/06	C & N TRACTORS PASO ROBLES CA	37.95
05/07	SAN PASO TRUCK STOP PASO ROBLES CA	44.38
05/07	SAN PASO TRUCK STOP PASO ROBLES CA	94.09
05/10	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA	2,928.09
05/10	SES PIONEER MART PASO ROBLES CA	50.17
05/12	HEWITT HDWE, INC. TEMPLETON CA	120.03
05/12	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA	4,948.00
05/12	C & N TRACTORS PASO ROBLES CA	25.68
05/12	C & N TRACTORS PASO ROBLES CA	171.60
05/14	SAN PASO TRUCK STOP PASO ROBLES CA	48.97

\$11,168<sup>36</sup>  
Farm expenses

2:20 PM Mon Dec 13

Done

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03/18	SES PIONEER MART PASO ROBLES CA	70.65
03/19	SAN PASO TRUCK STOP PASO ROBLES CA	85.13
03/22	COASTAL TRACTOR - PASO R SALINAS CA	104.56
03/23	SES PIONEER MART PASO ROBLES CA	39.99
03/26	CAL-COAST MACHINERY INC PASO ROBLES CA	637.38
03/29	HEWITT HDWE, INC. TEMPLETON CA	30.99
03/29	SAN PASO TRUCK STOP PASO ROBLES CA	70.72
03/31	CAL-COAST MACHINERY INC PASO ROBLES CA	26.08
03/31	SAN PASO TRUCK STOP PASO ROBLES CA	61.79
04/02	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA	6,375.00
04/02	SES PIONEER MART PASO ROBLES CA	75.00
04/02	HEWITT HDWE, INC. TEMPLETON CA	36.44
04/02	FARM SUPPLY COMPANY PR PASO ROBLES CA	240.51
04/05	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA	4,048.69
04/06	HEWITT HDWE, INC. TEMPLETON CA	116.90
04/05	COASTAL TRACTOR - PASO R SALINAS CA	79.24
04/07	FARM SUPPLY COMPANY PR PASO ROBLES CA	80.38
04/06	SES PIONEER MART PASO ROBLES CA	71.87
04/07	BUTTONWILLOW WAREHOUSE CO PASO ROBLES CA	36.06
04/07	HEWITT HDWE, INC. TEMPLETON CA	80.83
04/08	SAN JOAQUIN TRACTOR CO BAKERSFIELD CA	100.21
04/08	HEWITT HDWE, INC. TEMPLETON CA	82.51
04/09	LOWES #02730* PASO ROBLES CA	65.21
04/09	SAN PASO TRUCK STOP PASO ROBLES CA	80.85
04/12	SAN PASO TRUCK STOP PASO ROBLES CA	31.87
04/15	76 - GOLDEN HILL 76 PASO ROBLES CA STEVEN JONES TRANSACTIONS THIS CYCLE (CARD 5551) \$12823.50	94.64
03/24	CKE*STREET SIDE ALE HOUSE PASO ROBLES CA	130.76

\$ 11,232.53  
Farm exchange

Type: All transactions & Status: All statuses & Delivery method: Any & Name: Baker Wine & Grape Analysis, Inc.						
Date	Type	No.	Payee	Category	Memo	Total
11/03/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPASO ROBLES CA XXXX- XXXXXX-61 017 - LEROY CODDING	30.00
10/27/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPASO ROBLES CA XXXX- XXXXXX-61 017 - LEROY CODDING	30.00
10/20/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPASO ROBLES CA XXXX- XXXXXX-61 017 - LEROY CODDING	150.00
10/07/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPASO ROBLES CA XXXX- XXXXXX-61 017 - LEROY CODDING	150.00
09/29/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPASO ROBLES CA XXXX- XXXXXX-61 017 - LEROY CODDING	90.00
09/20/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPASO ROBLES CA XXXX- XXXXXX-61 017 - LEROY CODDING	240.00
08/19/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	36.00
08/12/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	50.00
07/21/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	25.00
07/14/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	183.00
06/03/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	112.00

06/03/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	108.00
06/03/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	128.00
06/03/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	100.00
05/05/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	100.00
04/14/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	144.00
03/17/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	100.00
02/26/2021	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE	240.00
12/24/2020	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	304.00
12/24/2020	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	198.00
12/10/2020	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	831.00
11/19/2020	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	459.10
11/11/2020	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	190.00
11/05/2020	Expense		Baker Wine & Grape Analysis, Inc.	Grapes	IN *BAKER WINE & GRAPE AN	217.50
						4,215.60

Type: All transactions &middot; Status: All statuses &middot; Delivery method: Any &middot; Name: PG&E						
Date	Type	No.	Payee	Category	Memo	Total
06/29/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE JUN 21 8823982306 2821 RABBIT RIDGE WINE SALE	839.76
06/04/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE JUN 21 8606206906 0321 RABBIT RIDGE WINE SALE	1,001.30
06/04/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE JUN 21 8606209306 0321 RABBIT RIDGE WINE SALE	841.07
05/14/2021	Expense		PG&E	Utilities Expense	PG&E/EZ- PAY	637.00
05/04/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE MAY 21 8338620005 0321 RABBIT RIDGE WINE SALE	4,872.60
05/04/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE MAY 21 8338625705 0321 RABBIT RIDGE WINE SALE	332.05
04/28/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE APR 21 8282949804 2721 RABBIT RIDGE WINE SALE	717.77
04/20/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE APR 21 8219433104 1921 RABBIT RIDGE WINE SALE	673.45

04/14/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE APR 21 8173169504 1321 RABBIT RIDGE WINE SALE	3,646.00
04/01/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE MAR 21 8045894003 3021 RABBIT RIDGE WINE SALE	2,558.30
04/01/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE MAR 21 8045891003 3021 RABBIT RIDGE WINE SALE	326.62
03/15/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE MAR 21 7889325403 1221 RABBIT RIDGE WINE SALE	3,646.00
03/03/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE MAR 21 7787039103 0221 RABBIT RIDGE WINE SALE	3,876.28
02/26/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE FEB 21 7741832302 2521 RABBIT RIDGE WINE SALE	358.18
02/16/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE FEB 21 7644800502 1321 RABBIT RIDGE WINE SALE	3,646.00

01/26/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE JAN 21 7466974201 2521 RABBIT RIDGE WINE SALE	231.14
01/26/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE JAN 21 7466971201 2521 RABBIT RIDGE WINE SALE	3,349.16
01/11/2021	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE JAN 21 7320762801 0821 RABBIT RIDGE WINE SALE	3,647.20
12/29/2020	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE DEC 20 7214239612 2820 RABBIT RIDGE WINE SALE	229.21
12/29/2020	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE DEC 20 7214244612 2820 RABBIT RIDGE WINE SALE	3,861.95
12/10/2020	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE DEC 20 7057144412 0920 RABBIT RIDGE WINE SALE	5,469.00
12/10/2020	Expense		PG&E	Utilities Expense	PGANDE WEB ONLINE DEC 20 7058286212 0920 RABBIT RIDGE WINE SALE	3,404.14



					PGANDE WEB ONLINE NOV 20 6957062011 2720 RABBIT RIDGE WINE SALE	
11/30/2020	Expense		PG&E	Utilities Expense		8,198.49
						56,362.67

Type: All transactions &middot; Status: All statuses &middot; Delivery method: Any &middot; Name: Zenith Insurance Company						
Date	Type	No.	Payee	Category	Memo	Total
09/17/2021	Expense		Zenith Insurance Company	General Liability Insurance	ZENITH INSURANCE AGT_PYMNT XXXXX8282 Russell Erich	673.65
07/02/2021	Expense		Zenith Insurance Company	General Liability Insurance	ZENITH INSURANCE AGT_PYMNT XXXXX4932 Russell Erich	1,715.80
06/04/2021	Expense		Zenith Insurance Company	General Liability Insurance	BUSINESS TO BUSINESS ACH Zenith Insurance E-CHECK 060321 1999-271089 9-06 Rabbit Ridge Wine Sale	2,786.00
04/06/2021	Expense		Zenith Insurance Company	General Liability Insurance	PQ *ZENITH INSURANCE COMP	1,432.70
02/25/2021	Check	2041	Zenith Insurance Company	General Liability Insurance	Invoice # DP134006605001	1,393.00
11/09/2020	Expense		Zenith Insurance Company	General Liability Insurance	Withdrawal Zenith eChecks TYPE: E-CHECK CO: Zenith eChecks	2,982.00
						10,983.15

## **EXHIBIT 14**

1 UNITED STATES BANKRUPTCY COURT

2 CENTRAL DISTRICT OF CALIFORNIA

3 -oOo-

4 In Re: ) Case No. 8:20-Bk-13014-MW  
5 NORTHERN HOLDING, LLC ) Chapter 7  
6 Debtor. ) Santa Ana, California  
7 ) Tuesday, February 8, 2022  
8 ) 2:00 PM

341(A) MEETING OF CREDITORS

9 TRANSCRIPT OF PROCEEDINGS  
10 BEFORE RICHARD MARSHACK  
11 CHAPTER 7 TRUSTEE

12 APPEARANCES (All present by video or telephone):

13 For the Chapter 7 Trustee: TINHO MANG, ESQ.  
14 Marshack Hays LLP  
15 870 Roosevelt  
16 Irvine, CA 92620  
17 (949)333-7777

18 For Farm Credit West, MICHAEL J. GOMEZ, ESQ.  
19 FLCA: FRANDZEL ROBINS BLOOM & CSATO,  
20 L.C.  
21 1000 Wilshire Boulevard  
22 19th Floor  
23 Los Angeles, CA 90017  
24 (323)852-1000

25 Also Present: Leroy Coddling  
Northern Holding, LLC

Transcriber: MICHAEL DRAKE  
eScribers, LLC  
7227 N. 16th Street  
Suite #207  
Phoenix, AZ 85020  
(973)406-2250

Proceedings recorded by electronic sound recording;  
transcript provided by transcription service.



Northern Holding, LLC

SANTA ANA, CALIFORNIA, TUESDAY, FEBRUARY 8, 2022, 2:08 PM

-oOo-

(Call to order of the Court.)

MR. MARSHACK: Today's date is February 8th, 2022. It is now 2 -- we're in the 2 o'clock hour, 2:08. And this is the -- hopefully the final 341(a) examination in Northern Holdings.

Mr. Coddington, good afternoon. Nice to see you.

MR. CODDING: Mr. Marshack, good afternoon. Good to see you too.

MR. MARSHACK: Speak up a little bit more.

MR. CODDING: Oh, sorry. Nice to see you too.

MR. MARSHACK: Thank you. I don't think anyone has ever said that to me before.

MR. MANG: Mr. Marshack, I think debtor's counsel, Russ Stong, was expected to join. I don't know how long you want to wait for debtor's counsel before you proceed.

MR. CODDING: And I was told that last week. I'm perfectly fine proceeding. And he can join when he joins. It's -- we've got a quorum certainly. So --

MR. MARSHACK: Okay. Let me see if I have this -- how do you spell his last name?

MR. MANG: S-T-O-N-G.

MR. CODDING: Yeah. Like strong without the R.

MR. MARSHACK: Do you want to take a minute and try to



Northern Holding, LLC

1 contact him? Let me see if I have his number. All right.

2 Well, let me swear you in.

3 MR. CODDING: Okay.

4 THE COURT: Mr. Coddington, we're here on -- we're here  
5 at the 341(a) for Northern Holdings. It's also in large part a  
6 follow-up to our conversation we had last week.

7 To be clear, for the record, Mr. Coddington previously  
8 made a request for money. Mr. Coddington is serving as my farm --  
9 he's enter into a farm management agreement with the bankruptcy  
10 estate, Northern.

11 MR. CODDING: Right.

12 THE COURT: He has made a request for a distribution  
13 of funds. I need -- part of the reason for him appearing  
14 today, frankly, is so that we can answer some final questions  
15 on that so I could evaluate what my answers are with regard to  
16 that.

17 And so today's 341(a) is a -- hopefully a final  
18 341(a). And it also is -- let me see. And it also is our  
19 chance just to clean up a couple questions that we may have  
20 lingering from last week.

21 So last week we did oral statement. We asked him  
22 questions. He consented to the process. And he gave us his --  
23 gave us information under oath to help us make an answer, come  
24 to an answer.

25 So today we have a little bit of a follow-up on that.



Northern Holding, LLC

1 And so with that being part of the agenda, Mr. Coddington, are you  
2 okay proceeding with that being part of the agenda --

3 MR. CODDINGTON: Yes.

4 MR. MARSHACK: -- in addition to the 341(a)?

5 MR. CODDINGTON: Yes.

6 MR. MARSHACK: Okay. And do you want to take a minute  
7 out to try to find counsel or -- I gather you haven't had much  
8 contact with your counsel for the duration of this case; is  
9 that accurate?

10 MR. CODDINGTON: Well, quite a bit before the conversion.  
11 But yes, after the 7, not a whole lot.

12 MR. MARSHACK: Okay. It's completely up to you. If  
13 you would like to spend a few minutes and go talk to people --  
14 spend a few minutes to try to find him, that's fine.  
15 Otherwise, we could just get going.

16 MR. CODDINGTON: I think let's get going. We've got a  
17 quorum. And this is all on the record. So, you know, if  
18 there's anything that has to get revisited, we could do that if  
19 it needs to be.

20 MR. MARSHACK: Mr. Coddington, what is your position with  
21 Northern?

22 MR. CODDINGTON: Well, the retired managing director.

23 (Witness sworn.)

24 MR. MARSHACK: And are you in Paso Robles these days,  
25 today?





Northern Holding, LLC

1 MR. CODDING: Yes. At the moment I am.

2 MR. MARSHACK: Good. Please proceed, Mr. Mang.

3 MR. MANG: Good afternoon, Mr. Coddington, Mr. Marshack.

4 Thank you very much. My name is Tinho Mang. I am counsel of

5 record for Mr. Marshack. I'm with the law firm of Marshack

6 Hays LLP. And I'll be asking a couple of questions of Mr.

7 Coddington today just for the record.

8 MR. CODDING: Okay. Hi, Mr. Mang.

9 MR. MANG: Hello. Good afternoon.

10 MR. CODDING: Good afternoon. Is my audio okay now?

11 MR. MANG: Your audio is okay. Is my audio fine for  
12 you too? Can you hear me clearly?

13 MR. CODDING: Yeah, you're great. Yeah, you're great.

14 MR. MANG: Great. Okay. So Mr. Marshack just asked  
15 you what your position was. You said retired managing member.

16 Is there anybody else who held an office or position with  
17 Northern Holding, of the debtor?

18 MR. CODDING: No, no.

19 MR. MANG: What about Mr. Steven Jones?

20 MR. CODDING: No. he never had a position with  
21 Northern Holding, nor did he have ownership interest in the  
22 LLC. And I said retired kind of as a tongue-in-cheek in a way  
23 because, of course, the estate is run by the trustee. So it's  
24 not my deal anymore.

25 MR. MANG: Of course. How about a Bill Tolar? Did



Northern Holding, LLC

1 Mr. --

2 MR. CODDING: No.

3 MR. MANG: -- Tolar have any position?

4 MR. CODDING: No.

5 MR. MANG: Were there ever any other managing members  
6 of Northern Holding?

7 MR. CODDING: No, it's --

8 MR. MANG: How long have you been the managing member  
9 or were you the managing member of the debtor?

10 MR. CODDING: Until the conversion, I was the managing  
11 member since its inception in 2012. I think it was February.

12 MR. MANG: And what kind of business was the debtor?

13 MR. CODDING: It was -- or is a holding company. So  
14 it was formed for the purposes of owning at the time membership  
15 interest in a distribution and import company. And then it  
16 owned a piece of an import company. And then it didn't do much  
17 after that was -- was -- position was liquidated. And Northern  
18 was just dormant for a few years there until the acquisition of  
19 the Russell assets.

20 MR. MANG: Okay. And when was the acquisition of the  
21 Russell assets?

22 MR. CODDING: October 2020.

23 MR. MANG: Can you just briefly describe what those  
24 assets were?

25 MR. CODDING: Real estate in three parcels. I don't



Northern Holding, LLC

1 have the APNs handy, but we all know what I'm talking: Live  
2 Oak Road, San Marcos and Texas Road.

3 MR. MANG: And what about buildings, equipment, other  
4 assets?

5 MR. CODDING: Yeah. Equipment --

6 MR. MANG: Any financial assets?

7 MR. CODDING: No financial assets. But equipment,  
8 improvements, yeah, tractors and all the usual stuff you run a  
9 vineyard with.

10 MR. MANG: Okay.

11 MR. CODDING: And -- and, yes, the improvements as  
12 well, like wells, buildings, that kind of stuff.

13 MR. MANG: Okay. And what -- what is your personal  
14 experience with running vineyards or wineries that led you to  
15 acquire these assets?

16 MR. CODDING: I've been either an executive member or  
17 general manager for different wineries. The largest and most  
18 applicable to this was Talbott Vineyards before it was bought  
19 by Gallo. There we farmed 1,400 acres and produced -- well,  
20 under my tenure, we went from producing 15,000 cases a year to  
21 producing 105,000 cases a year of wines in the price range from  
22 twelve dollars a bottle up to a hundred dollars a bottle. And  
23 I was in charge of the teams that ran production and  
24 operations, sales and marketing, the whole deal. And I had  
25 done that as well for a couple other wineries, one of which



Northern Holding, LLC

1 didn't have its own owned acreage. So that was more of a  
2 managing the contract, sourcing role. Anyhow, yes, I had done  
3 this over decades.

4 MR. MANG: Would you say twenty years, more?

5 MR. CODDING: Well, more in --

6 MR. MANG: How many years?

7 MR. CODDING: -- the wine business. More in the wine  
8 business and operations, vineyard operations for about twenty  
9 years, yeah, off and on. There was a time where I was doing  
10 import in between Talbott and the Santa Cruz winery I ran. But  
11 yes, for the better part of twenty years.

12 MR. MANG: Okay. So is it fair to say that you are  
13 very well experienced in running a vineyard and a winery and  
14 you'd be generally familiar with the common practices for  
15 running a vineyard and winery?

16 MR. CODDING: I would. I would. Without getting too  
17 far afield, I mentioned that this experience is outside common  
18 practices. But yeah, generally, yes, I would be very familiar.  
19 And like I said, at Talbott, we had, I don't know, what is  
20 1,400 divided by 100 -- we had, like, ten times the acreage  
21 under vine. So I've done this before, except there we had  
22 proper research. But anyway, yeah.

23 MR. MANG: Okay. And have you filed for bankruptcy  
24 before?

25 MR. CODDING: I have not.



Northern Holding, LLC

1 MR. MANG: Did you file a Chapter 13 bankruptcy case  
2 in 2016 in the Central District of California?

3 MR. CODDING: Not to my knowledge, no.

4 MR. MANG: Okay. It doesn't ring any bells,  
5 bankruptcy case, debtor's name is Leroy Coddington, IV?

6 MR. CODDING: I don't believe that was ever filed, no.

7 MR. MANG: Case Number 8:16-bk-10964-ES?

8 MR. CODDING: As I said, I don't believe it was ever  
9 filed.

10 MR. MANG: So I suppose it would surprise you to know  
11 that that case was dismissed shortly after it was filed?

12 MR. CODDING: It surprises me to learn that it's been  
13 filed. The fact that nothing ever happened with it is not a  
14 surprise because I never pursued it.

15 MR. MANG: Okay. Prior to the bankruptcy filing for  
16 Northern Holding, had you had any prior experience with the  
17 bankruptcy process?

18 MR. CODDING: No.

19 MR. MANG: You filed this case with counsel though; is  
20 that correct?

21 MR. CODDING: Correct, yes. They had experience.

22 MR. MANG: Okay. And you were aware that on October  
23 29th, 2020, Farm Credit West, the secured creditor, filed a  
24 demand for sequestration of cash collateral?

25 MR. CODDING: Well, maybe we need to get Russ on here.



Northern Holding, LLC

1 No, I'm not aware of the distinction. And I don't know what  
2 you're talking about.

3 MR. MANG: Okay. So you are not aware that such a  
4 demand was filed, or you did not understand what that -- what I  
5 just said?

6 MR. CODDING: I -- I'm not aware that such a demand  
7 was filed.

8 MR. MANG: Okay.

9 MR. CODDING: But -- but the Northern assets all went  
10 into the BK process. And it didn't have cash at the time  
11 because it hadn't been -- it had been a dormant company. But  
12 then it just started collecting cash, which it did on rents and  
13 stuff like that. Those all went into the -- the -- what are  
14 they called, the collateral accounts.

15 MR. MANG: Okay. How much cash and rents went into  
16 those collateral accounts?

17 MR. CODDING: It's all in the MORs. I don't remember  
18 off the top of my head.

19 MR. MANG: Was money ever spent out of those  
20 collateral accounts?

21 MR. CODDING: Money was spent in a structure that was  
22 sanction and approved. And it was related to the operation of  
23 the entity.

24 MR. MANG: So the answer is yes, money was spent?

25 MR. CODDING: Well, there's the general account.



Northern Holding, LLC

1 Money got spent out of there. I don't think from the  
2 collateral accounts, no. The general account, yes.

3 MR. MANG: Okay. So money was spent out of the  
4 general account and not out of the collateral accounts is what  
5 you're saying?

6 MR. CODDING: That's -- to my recollection, yes.

7 MR. MANG: And you said that the expenditures were  
8 sanctioned and approved. Who sanctioned and approved those  
9 expenditures?

10 MR. CODDING: The court and counsel, to my knowledge.

11 MR. MANG: Did you ever -- counsel -- which counsel?

12 MR. CODDING: My own counsel.

13 MR. MANG: Did Farm Credit ever consent to the  
14 expenditure of any money out of this estate?

15 MR. CODDING: I don't know.

16 MR. MANG: So to your knowledge, they never consented  
17 to the expenditure of any funds?

18 MR. CODDING: The answer is I don't know whether they  
19 did or didn't. What I -- what I recollect from those days is  
20 that it was okay to spend on certain -- certain expenditures  
21 out of the general account were sanctioned by the powers that  
22 be. So that was my understanding.

23 MR. MANG: And of the money in the general account,  
24 that all came from rents and proceeds of the business  
25 operations?





Northern Holding, LLC

1 MR. CODDING: Right.

2 MR. MANG: Okay. Did you ever get an order approving  
3 the use of cash collateral from the Court?

4 MR. CODDING: I don't recall. Everything that was  
5 done, as far as I'm concerned and as far as I was aware, was  
6 done properly and with the proper authorities, the proper  
7 ratifications, whatever you call them. So I think we're -- I  
8 think we're done with that line of questioning.

9 MR. MANG: I was looking back at that purchase  
10 agreement in October 2020 between Northern and the Russells.  
11 And it says the cash amount of 163,050 dollars shall be left in  
12 company to cover short-term operating expenses. Now, where is  
13 that money?

14 MR. CODDING: That was not to be part of Northern.  
15 That was to be part of the Rabbit Ridge, Inc. operating  
16 company, which is not part of Northern.

17 MR. MANG: So that was money that was left with Rabbit  
18 Ridge Wine Sales, Inc.?

19 MR. CODDING: Right, because it was bearing the  
20 expenses of operations. It was the one that was going to be  
21 paying rents and so on and so forth for what it was doing.  
22 Northern is just a holding company.

23 MR. MANG: And in exchange for leaving that 163,000 in  
24 Rabbit Ridge, Northern Holding received a promissory note for  
25 the same amount with interest at 5.5 percent; is that right?



Northern Holding, LLC

1 MR. CODDING: I'd have to look back, but that  
2 sounds -- sounds right, yeah.

3 MR. MANG: Okay. And were there ever any payments  
4 made from Rabbit Ridge to Northern on account of this  
5 promissory note?

6 MR. CODDING: There were quite a number of payments  
7 made from Rabbit Ridge to Northern. We can do a full recap of  
8 those, if you wish, but I don't have that in front of me.

9 MR. MANG: Well, to the best of your recollection, by  
10 the time the trustee was appointed, how much of that 163,000  
11 promissory note had been paid back?

12 MR. CODDING: I don't recall. I'd have to look back  
13 at the records.

14 MR. MANG: Okay. If you could, you know, try and  
15 figure that number, that would be very helpful to us.

16 MR. CODDING: Yeah. I'd be happy to do that and any  
17 other follow-up questions as well. Not to worry.

18 MR. MANG: All right. And I'm going to move on to  
19 talking about the continuation of what we discussed last  
20 week --

21 MR. CODDING: Sure.

22 MR. MANG: -- at the (indiscernible).

23 MR. CODDING: Yes, sir.

24 MR. MANG: Just to, you know, have a foundation, you  
25 were hired by the trustee to operate the farming operations for



Northern Holding, LLC

1 2021 fall, correct?

2 MR. CODDING: The growing season, yes. And that was  
3 outside of my former scope as the manager of Northern.

4 MR. MANG: Yes. And was that in your individual  
5 capacity or in some other capacity?

6 MR. CODDING: It was in my individual capacity, but I  
7 have the authority to hire third-party entities as I saw fit  
8 and necessary to conduct that business.

9 MR. MANG: And you're aware that the Bankruptcy Court  
10 specifically approved the operations pursuant to the consent of  
11 the secured creditor Farm Credit West, yes?

12 MR. CODDING: That's my understanding. I believe that  
13 happened -- the court approval was quite a bit later. We were  
14 well into the farming season by the time the wheels turned and  
15 things got officially stamped. But yeah, it was something  
16 signed between the trustee and me back in July, July I think,  
17 late July.

18 MR. MANG: And the agreement signed between you and  
19 the trustee specifically provides that only the trustee is  
20 authorized to enter into purchase agreements for grapes; is  
21 that correct?

22 MR. CODDING: That's what I recall, yes.

23 MR. MANG: And despite this, were there ever any  
24 agreements that were entered into for the purchase and sale of  
25 grapes that the trustee did not sign off?



Northern Holding, LLC

1 MR. CODDING: There were agreements that were already  
2 in place. And in order to not run the risk of losing that  
3 business, I let those agreements remain in place and put a  
4 proposal or an accounting together to deduct the revenue  
5 associated with those agreements from the farm cost recovery,  
6 which is why it went from 400,000 cap down to 2- -- whatever it  
7 was, 260-. I can't remember exactly. But yes, I did that to  
8 preserve value for the estate because -- for a variety of  
9 reasons. And we've gone through this many, many times over the  
10 last few months. For a variety of reasons, those producers  
11 would have either not -- or been spooked off or not been able  
12 to uphold their end of the agreement.

13 We walk into a situation in mid-stream where the question  
14 was do we farm at all. What I inherited was not a clean  
15 handoff by any means. And the decision was made to go ahead  
16 and farm but to sell the fruit in order to gain value. I  
17 voluntarily gave farm credit (indiscernible) a UCC filing that  
18 cropped in March with the hope and understanding that there'd  
19 be some kind of cost recovery. And that's what was  
20 memorialized with the agreement with the trustee. So --

21 MR. MANG: So the --

22 MR. CODDING: Everything that was done was done in  
23 order to preserve value and with the correct outcome in mind,  
24 although it might not all have been perfect according to how  
25 we'd like it if we scripted it from day 1.



Northern Holding, LLC

1 MR. MANG: So the answer is yes, there were agreements  
2 that the trustee never signed for the purchase and sale of  
3 grapes?

4 MR. CODDING: Yes.

5 MR. MANG: Okay.

6 MR. CODDING: Those occurred -- those were place,  
7 however, before the -- in many cases before the conversion and  
8 before the farming agreement. It's in our legacy --

9 MR. MARSHACK: But isn't it true that we had an  
10 agreement that I would counter -- I would sign -- every  
11 agreement we amended -- or at a minimum I would countersign  
12 every purchase and sale agreement for grapes leaving the  
13 property?

14 MR. CODDING: Well, what happened was by the time we  
15 came to the party together, there were some agreements that  
16 were in place. And I went back to start to convert those. We  
17 also had a number of weeks where you and I, between our -- your  
18 office and me, were going back and forth trying to get the  
19 process set up to -- to effectively get these agreements  
20 memorialized like you needed them to be or you wanted them to  
21 be. And not all of them made it through that process.

22 MR. MARSHACK: Well, but --

23 MR. CODDING: Not (indiscernible) --

24 MR. MARSHACK: Wasn't that a requirement of the farm  
25 management agreement?



Northern Holding, LLC

1 MR. CODDING: There's what's practical and there's  
2 what's black and white. And we weren't living in black and  
3 white. So --

4 MR. MARSHACK: Was it -- was it impractical -- I do  
5 agree with you. Sometimes people strike agreements that are  
6 impractical. I'm not agreeing that we did, but I do agree that  
7 sometimes people do strike agreements that are impractical.  
8 Having said that, was it impractical for all the payments that  
9 you received to be transmitted to me so that I could put it  
10 into the -- so I could put it into the bankruptcy estate's bank  
11 account?

12 MR. CODDING: Yes.

13 MR. MARSHACK: What was impractical?

14 MR. CODDING: Well, the funds that came in were  
15 reinvested in farming. So the impracticality was those funds  
16 were due to me anyway. And they were going to get subjected  
17 out of cost recovery later. And they got plowed back in  
18 literally into the fields so we can bring the rest of the crop  
19 in and produce income for the estate.

20 MR. MARSHACK: Okay. So in signing the farm  
21 management agreement, you did so with the understanding that  
22 you would be financing it until the crops came in.

23 MR. CODDING: Yes.

24 MR. MARSHACK: So did you at the time of signing the  
25 agreement have an ability or -- did you have an ability or did



Northern Holding, LLC

1 you know of an ability to be able to finance or advance all  
2 funds necessary to fulfill the farm management agreement?

3 MR. CODDING: I believed I had that ability. What  
4 happened was the farming got a lot more extensive than I had  
5 envisioned or that I had experienced before on either of  
6 estates. So in -- case in point, we signed an agreement in  
7 July that capped the cost recovery at 400,000 dollars. I spent  
8 over a half a million dollars on this operation. I would not  
9 have signed that agreement had I known how things were going to  
10 go.

11 MR. MARSHACK: Now, who was your --

12 MR. CODDING: And I would have had --

13 MR. MARSHACK: Who was the -- who was the broker on  
14 these transactions? Who was the grape broker that we hired?

15 MR. CODDING: Oh, with the fruit? In many cases, Bill  
16 Tolar.

17 MR. MARSHACK: Now, did Bill Tolar --

18 MR. CODDING: I don't think he was on every single one  
19 but --

20 MR. MARSHACK: Did Bill Tolar -- was he involved in  
21 all the contracts that I executed?

22 MR. CODDING: I believe maybe not -- I'd have to look  
23 back. I think most of them, but yeah, not -- not --

24 MR. MARSHACK: Okay. And was he --

25 MR. CODDING: -- I don't think every single one.





Northern Holding, LLC

1 MR. MARSHACK: Was he involved in all the contracts  
2 that -- where you received the money directly instead of taking  
3 it through the estate?

4 MR. CODDING: There may have been two or three that he  
5 wasn't. But most of them, yeah. And those were the -- most of  
6 the business was new customers that I developed in some cases  
7 with him, some cases not. But most of the fruit had not been  
8 sold in previous vintages, or at least not that I know of or we  
9 knew of.

10 MR. MARSHACK: So when people would buy -- in the --  
11 in the transactions that didn't go through my account, would  
12 they pay in cash?

13 MR. CODDING: No. No. You have all the records. I  
14 submitted meticulous records on all of those payments that  
15 there's --

16 MR. MARSHACK: And did all the -- if the checks  
17 weren't paid -- we produced a lot of -- we produced grapes this  
18 year. And most of our grapes --

19 MR. CODDING: Right.

20 MR. MARSHACK: -- got sold pursuant to contract that  
21 was countersigned by me and you and the buyer.

22 MR. CODDING: Right.

23 MR. MARSHACK: Right?

24 MR. CODDING: Right.

25 MR. MARSHACK: And those checks were made payable to



Northern Holding, LLC

1 Northern Limited, right, Northern Holding Limited, right?

2 MR. CODDING: I don't know. I've never seen one of  
3 them. But they -- I think they were payable to the U.S.  
4 Trustee on behalf of or something like that.

5 MR. MARSHACK: You're right.

6 MR. CODDING: There's some language --

7 MR. MARSHACK: They're made payable to Richard  
8 Marshack, bankruptcy trustee of Northern Holding.

9 MR. CODDING: Okay.

10 MR. MARSHACK: Okay.

11 MR. CODDING: And --

12 MR. MARSHACK: But the checks that you received --  
13 well, did you always receive -- did you always receive checks  
14 for the grape sales where the money didn't go through my  
15 account?

16 MR. CODDING: Did I always receive -- those went to  
17 Rabbit Ridge Wine Sales which was the traditional seller of  
18 fruit from that estate --

19 MR. MARSHACK: So every one of those --

20 MR. CODDING: -- (indiscernible) farming it.

21 MR. MARSHACK: So buyers of the fruit that came from  
22 our farm either wrote it to Richard Marshack, bankruptcy  
23 trustee of Northern or they wrote it to Rabbit Ridge, what?

24 MR. CODDING: Yeah. Rabbit Ridge Wine Sales, Inc.

25 MR. MARSHACK: Okay. Did -- were there -- did any of



Northern Holding, LLC

1 your buyers make a check payable to any other entity than those  
2 two that I just described?

3 MR. CODDING: No.

4 MR. MARSHACK: Did they ever pay cash?

5 MR. CODDING: No.

6 MR. MARSHACK: Did they ever barter, like, here --

7 MR. CODDING: No.

8 MR. MARSHACK: -- I'll give you a truck in exchange  
9 for grapes?

10 MR. CODDING: No.

11 MR. MARSHACK: Okay. So the whole scope of the  
12 universe, the whole scope of the universe is Rabbit Ridge  
13 Winery deposits and my deposits?

14 MR. CODDING: Right. And I did a meticulous  
15 accounting that I provided to Lori (ph.) sometime around the  
16 1st of December on all the -- all those deposits. And that's  
17 why that amount was backed out of the 400,000 even though I  
18 spent over 500,000 on this. That's why the -- that amount was  
19 backed out of the cost recovery request on the 400- cap.

20 MR. MARSHACK: So you will agree that I found out  
21 about the direct payments to Rabbit Ridge from you, correct?

22 MR. CODDING: I reported that information to you in  
23 December.

24 MR. MARSHACK: Right. But did you -- but prior to  
25 December, we found out about -- isn't it correct that we found



Northern Holding, LLC

1 out about that -- that there were contracts and payments being  
2 made where I had no -- that there were contracts and payments  
3 that were made that I had no knowledge of and that were not  
4 paid payable to me by someone other than you, correct?

5 MR. CODDING: Correct.

6 MR. MARSHACK: Okay. So you didn't come to me or  
7 Tinho or Lori or Pam or anybody on my team and say, hey, we got  
8 contracts other than the ones you've signed and they're going  
9 to be made payable to Rabbit Ridge? You never told us about  
10 that prior to payment, right?

11 MR. CODDING: Until payments started coming in, I did  
12 not tell you about that. When payments were coming in, yes,  
13 you were informed and everything was accounted for.

14 MR. MARSHACK: What do you mean when payments were  
15 coming in?

16 MR. CODDING: As the estate started to collect  
17 payments for the fruit that was done under the official  
18 contracts, then I submitted a full accounting of the other as  
19 well as --

20 MR. MARSHACK: Right.

21 MR. CODDING: -- an adjustment to the cost recovery  
22 request.

23 MR. MARSHACK: Right. But your payments on yours were  
24 all made prior to me starting to receive payments on the  
25 official contracts, right?



Northern Holding, LLC

1 MR. CODDING: There might have been some overlap, but  
2 that's pretty much accurate.

3 MR. MARSHACK: Now, was the prices you're selling  
4 your -- was the price that you were selling your fruit for the  
5 same price as I was selling the fruit for under the contracts?

6 MR. CODDING: It was not all the same fruit  
7 necessarily. But yeah, it was all in the same range of  
8 acceptable market-based pricing. So there were not -- the one  
9 big exception was the one we did where there was more fruit at  
10 Texas, San Marcos, than anticipated. So for the WarRoom Group,  
11 we did a lower price for them. But that was when you and I  
12 worked together and everything else --

13 MR. MARSHACK: It was a lower -- why did they get a  
14 lower price?

15 MR. CODDING: Because we had the fruit unsold. There  
16 was more fruit out there than we realized. And it was getting  
17 late in the growing season, or at least late for that block.  
18 So we needed to have -- basically sell it or it goes to -- goes  
19 to waste.

20 MR. MARSHACK: What do you -- what do you think the  
21 total proceeds of all of our fruit sales have been for the --  
22 for the fruit that we picked in 2021?

23 MR. CODDING: Somewhere around 490-, 500,000.

24 MR. MARSHACK: And how do you get to those numbers?

25 MR. CODDING: Well, I'm just pulling that off the top



Northern Holding, LLC

1 of my head. But from all the -- all the estimates and forecast  
2 I was -- I was doing.

3 MR. MARSHACK: And have you received any monies for  
4 fruit -- for the sale of fruit or the sale of any assets of  
5 Northern other than the 140,000?

6 MR. CODDING: No.

7 MR. MARSHACK: Okay. And Tinho, aren't our -- aren't  
8 our contracts totaling about 260-?

9 MR. MANG: Our expected collection based on what I've  
10 been receiving -- I think we've projected out we've received  
11 between 220- to 270,000.

12 MR. MARSHACK: So we're projected to -- how much --  
13 how much are we to be paid -- after we contacted all the  
14 vendors, what are the -- what are the numbers that they've  
15 advised us that they owe us based on weight tags?

16 MR. MANG: For the ones that have provided weight  
17 tags, I have estimates for them. But I do not have weight tags  
18 for everybody, so I cannot answer that question.

19 MR. MARSHACK: Okay. What is your -- what is your --  
20 what is your estimate that we're going to be paid total on the  
21 contracts that I executed?

22 MR. MANG: The estimate for the contracts that Mr.  
23 Marshack executed that I have is between 220- to 270,000.

24 MR. MARSHACK: So if we round down to 260-, being  
25 generous, 260- plus 140- is 400-.



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1           So Mr. Coddington, your sales, according to you, were  
2           140-. And my sales I'm estimating at 260-. It could be as  
3           high as 270-; it could be as low as 220-. If my numbers are  
4           right, we're at 400- or we're less than 400-. What happened --

5           MR. CODDINGTON: Well, that's a shape.

6           MR. MARSHACK: What happened to the other 100,000.

7           MR. CODDINGTON: There wasn't another 100,000 if that's  
8           not what's getting paid. But I think you're missing some  
9           numbers somewhere. So I'd be happy to confer with Mr. Mang and  
10          see where we can --

11          MR. MARSHACK: Mr. Mang --

12          MR. CODDINGTON: -- (indiscernible).

13          MR. MARSHACK: -- why don't you send -- why don't you  
14          send that spreadsheet to him and see where the problem is?  
15          This would be a great time to have this discussion.

16          MR. CODDINGTON: Yeah.

17          MR. MANG: Sure. Right now or --

18          MR. MARSHACK: Yeah, right now.

19          MR. MANG: Oh, right now?

20          MR. MARSHACK: Right now.

21          MR. MANG: All right.

22          MR. MARSHACK: Especially since I have Mr. Gomez on  
23          the line. And he's thinking that, you know -- I don't always  
24          know what he's thinking. But I'm going to speculate that he's  
25          thinking this is my collateral and I want to know how much



Northern Holding, LLC

1 I'm -- how much my bank is owed. And I want to know where this  
2 is currently residing. So I'm just --

3 MR. MANG: Just give me a second to split this up. I  
4 have a bunch of other things in here.

5 MR. CODDING: We would have been -- you know, if you  
6 knew the P&Ls on the farming, we would have been better off not  
7 farming. But I think the property would have been devalued  
8 based on letting it go fallow. So, you know, I wanted a better  
9 outcome, but I think it was worth the effort although it's --

10 MR. MARSHACK: I think -- I appreciate your effort. I  
11 really, really --

12 MR. CODDING: Thank you.

13 MR. MARSHACK: -- do appreciate your effort. I kind  
14 of was having my expectations set at the 600,000-dollar level  
15 where we -- where they originally -- where -- I was originally  
16 told we would be in the 600,000-dollar range.

17 MR. CODDING: Right.

18 MR. MARSHACK: And --

19 MR. CODDING: Yeah. That's what I was hopeful for  
20 too. I mean --

21 MR. MARSHACK: While he's looking for this --

22 MR. CODDING: -- getting half a ton --

23 MR. MARSHACK: -- why didn't it happen?

24 MR. CODDING: Water. Getting half a ton an acre at  
25 Live Oak is unheard of -- or not unheard of for me because of





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1 other farms I've had before. But two and a half tons, three  
2 tons of acres, normal yield for a low-yielding hillside  
3 difficult-to-farm arduous vineyard, I wouldn't say this to  
4 anybody else who might want to buy it, but that -- half of that  
5 should be ripped out. I mean, there's no value in farming  
6 there the way he set it up and the site that they picked. I  
7 guess in a good rain year maybe, like, maybe this year they'll  
8 do better. But it was just abysmal. The Cabernet Sauvignon  
9 and all blocks did okay. But everything else --

10 MR. MARSHACK: So wait, wait. Are you saying Live Oak  
11 is not set up properly for good production? Should the rows  
12 have been one direction and not another or -- explain.

13 MR. CODDING: Well, the trellising on the  
14 (indiscernible) should be different. That should be -- there's  
15 different types of trellising. And I'm going to -- not to bore  
16 you, but I'll draw out what I'm talking about here. There's --  
17 you know when you see a normal vineyard and it's the cordon  
18 that looks like that where --

19 MR. MARSHACK: Uh-huh.

20 MR. CODDING: -- the vine goes up and the arms go out  
21 and then --

22 MR. MARSHACK: Yeah.

23 MR. CODDING: -- shoots like this and there's wires up  
24 here and they grow fruit. What they did at Live Oak was called  
25 a TB which is this. It's three vines up three different poles



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1 that go to one point. And then you have to go back through and  
2 trim. And the fruit zone is in here instead of in here. So  
3 there's a whole bunch of water loss and evaporative losses from  
4 this leaf canopy here. And the wind beats the heck out of it  
5 because it's not supported by wires.

6 There's one vineyard in the United States that does this.  
7 The rest of them are in Cote-Rotie in their own region in  
8 France. The one vineyard that does this Live Oak. And I think  
9 we learned why this year.

10 MR. MARSHACK: What do you call that? Vining --

11 MR. CODDING: TB.

12 MR. MARSHACK: No. What do you call that whole thing?

13 MR. CODDING: Oh, trellising.

14 MR. MARSHACK: Trellising.

15 MR. CODDING: Yeah. And the Cabernet there is on the  
16 old system, like, the first picture I drew where the vines are  
17 spread out and they protect each other and there's shade and  
18 everything. The other issue there is --

19 MR. MARSHACK: What would it cost to retrellis the  
20 property, Live Oak?

21 MR. CODDING: You probably want to retrellis thirty  
22 acres. And that would cost -- to do it with living vines in  
23 there is about 20,000 an acre if somebody wanted to do that. I  
24 haven't shared that with anybody besides the inner circle here  
25 because I didn't -- I mean, somebody that's thinking about



Northern Holding, LLC

1 buying it may or may not want to hear that. But --

2 MR. MARSHACK: Okay. So do you have the thing -- you  
3 have the email from Mr. Mang?

4 MR. CODDING: No. I'm going to have to get off -- I  
5 don't know if I can go off. Can you guys still see me or hear  
6 me?

7 MR. MARSHACK: Well, why don't you try it on your  
8 phone then? Why don't you --

9 MR. CODDING: Am I there still?

10 MR. MARSHACK: No. Come back live.

11 MR. MANG: We can -- we can hear you.

12 MR. MARSHACK: Come back live.

13 MR. MANG: But we can't see you.

14 MR. CODDING: I'm going to send it --

15 MR. MARSHACK: Come back live.

16 MR. CODDING: Okay.

17 MR. MANG: I also copied it to Mr. Gomez in case he  
18 wants to follow along.

19 MR. CODDING: Okay.

20 MR. MARSHACK: Lee, let me --

21 MR. CODDING: Yes.

22 MR. MARSHACK: Put on your video. Can you work --

23 MR. CODDING: okay.

24 MR. MARSHACK: Can you work from your phone? Can you  
25 look at the document on your phone?



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1 MR. CODDING: Yeah. Just let me send it to my phone.

2 MR. MARSHACK: I'll be right back. I'm getting some  
3 water.

4 MR. CODDING: All right. Bear with me.

5 MR. MANG: No problem.

6 MR. CODDING: All right. There we go. Okay. Thanks  
7 for the copy.

8 So, Mr. Mang -- is it okay if I call you Tinho? It  
9 feels weird calling -- it feels so formal.

10 MR. MANG: Do whatever you want.

11 MR. CODDING: All right. You can call me Lee in this.

12 I see -- it looks like you've got actuals. See, I  
13 think there's a discrepancy with Dow. And I think that's  
14 probably the biggest part of this deal. But what -- I believe  
15 we already addressed. They waived off some fruit that went to  
16 Down. Corbett --

17 MR. MANG: Right. We never gotten the weight tags  
18 from Dow. If you could --

19 MR. CODDING: Okay.

20 MR. MANG: -- see if they ever sent it to you. And  
21 then --

22 MR. CODDING: They -- yeah.

23 MR. MANG: -- we'll follow up on our end.

24 MR. CODDING: I'm going to go see her tomorrow and get  
25 those.



Northern Holding, LLC

1 MR. MANG: Yeah. And we do need the weight tags for  
2 everybody because we need to provide a report to the secured  
3 creditor as well because --

4 MR. CODDING: Sure.

5 MR. MANG: -- we sold their collateral --

6 MR. CODDING: Yeah.

7 MR. MANG: -- pursuant to agreement.

8 MR. CODDING: Sure.

9 MR. MANG: And we need to provide a full record to  
10 them and the United States Trustee.

11 MR. CODDING: Yeah. Not a problem. Anyway, I think  
12 that's the biggest hole in this. There's -- whether they're  
13 deferring part of their payment or what, that's way too low.  
14 Riboli is fine. Corbett is -- they still owe or did they pay?

15 MR. MANG: If you look at the notes column, it says  
16 1,800 that's unexpected, 39,762. If that comes in, they're  
17 only under by a little tiny bit.

18 MR. CODDING: Okay. But they're overdue by quite a  
19 bit at this point.

20 MR. MANG: That's true.

21 MR. CODDING: Okay. Riboli, Corbett, WarRoom. We  
22 talked about WarRoom last week. Do you want me to go see them?  
23 Are you going to talk to them or -- they shouldn't have done  
24 that deduction. That's why they paid 1,200 to begin with. You  
25 can't get a discount twice.



Northern Holding, LLC

1 MR. MANG: Right. Well, I think when we last talked  
2 about this, Mr. Marshack had stepped away. But basically,  
3 there was a recommendation that they had self-credited  
4 \$19,533.60 for, quote, excess raisining. And --

5 MR. MARSHACK: Excess -- oh, raisining, okay.

6 MR. MANG: Raisining. And in Mr. Coddington's  
7 experience, that was probably overstated. Plus they had  
8 already gotten the very favorable price for the amount  
9 received. So --

10 MR. CODDING: Not only that, but they --

11 MR. MANG: -- economic calculation.

12 MR. CODDING: Yeah. They came out and inspected the  
13 fruit. And we walked -- it was blocks together. They knew  
14 exactly what they were getting. And yes, you can pull some  
15 raisins out to a certain degree, but you can't -- it's not  
16 going to be perfect. And that's what happens late in the  
17 season. It was excess unsold fruit. They paid 1,200 bucks a  
18 ton instead of 17- or 1,800. I just feel like they ought to  
19 have --

20 MR. MARSHACK: What was the --

21 MR. CODDING: -- just ponied up.

22 MR. MARSHACK: What was the total purchase -- total  
23 agreed-upon purchase price for the tonnage that they received?

24 MR. CODDING: 1,700 a ton for everything that was in  
25 those -- or sorry, 1,200 a ton for everything that was in the



Northern Holding, LLC

1 block. And I don't have -- I guess, Tinho, you have a weight  
2 here of 54.26.

3 MR. MANG: Yeah. That was their weight tag weight.

4 MR. CODDING: Okay, got it.

5 MR. MANG: So it was -- we'll plan that out --

6 MR. CODDING: Great.

7 MR. MANG: -- and get the number.

8 MR. CODDING: All right. Right. So there you go. So  
9 yeah, 65,000- (audio interference).

10 MR. MANG: (Indiscernible) grape, aren't they?

11 MR. CODDING: They are.

12 MR. MANG: (Indiscernible) --

13 MR. CODDING: They are.

14 MR. MANG: -- (indiscernible).

15 MR. CODDING: And they -- they deducted -- good grief,  
16 forty percent.

17 MR. MANG: No, that's thirty percent.

18 MR. CODDING: Okay. Got it. Yeah. I just think  
19 that's not right. I mean, and I'm not saying, you know, go sue  
20 them. I mean, that's kind of ridiculous over that amount of  
21 money. But with your permission or, you know --

22 MR. MANG: It's up to the trustee.

23 MR. CODDING: -- he'll talk to him if he wants. Yeah,  
24 okay.

25 MR. MANG: It's up to the trustee --



Northern Holding, LLC

1 MR. CODDING: All right.

2 MR. MANG: -- what to do with that. He's got all the  
3 info he needs.

4 MR. CODDING: Okay.

5 MR. MANG: And if he needs more --

6 MR. CODDING: Well --

7 MR. MANG: -- we'll --

8 MR. CODDING: I stand by. Okay.

9 MR. MARSHACK: I'm going to be --

10 MR. CODDING: So with that --

11 MR. MARSHACK: I'm going to be taking a brief recess  
12 from this meeting for nine minutes because I have another  
13 meeting, but let's keep going. So all the funds that you  
14 received for -- that went to you were deposited in Rabbit  
15 Ridge, Rabbit -- wait, Rabbit Ridge Wine Sales account?

16 MR. CODDING: Right. There were those two accounts  
17 that I sent for all the pertinent periods to Lori with an  
18 accounting and cross referencing and all of that. She's been  
19 through it all. Tinho, I believe you have that --

20 MR. MANG: Okay.

21 MR. CODDING: -- in your --

22 MR. MARSHACK: So let me ask you a question.

23 MR. CODDING: -- files.

24 MR. MARSHACK: Let me ask you a question.

25 MR. CODDING: Yes. Yeah.





Northern Holding, LLC

1 MR. MARSHACK: Have you paid to us all money, cash,  
2 checks, and anything of value that you have received from  
3 grapes that were grown on the Northern Holding property in  
4 2021?

5 MR. CODDING: Every drop of fruit that was sold has  
6 been accounted for, yes.

7 MR. MARSHACK: But have you forwarded all the money  
8 that you received -- have you -- if you received it, have --  
9 oh, I see what you're saying. Have you disclosed all the  
10 money -- now I understand. Have you disclosed all the money  
11 that you received for fruit that was picked -- that was picked  
12 from Northern Holdings property in 2021?

13 MR. CODDING: Yes. All the fruit has been accounted  
14 for. All the funds have been accounted for. And the funds  
15 that were paid to my entity were backed out of the cost  
16 recovery request.

17 MR. MARSHACK: Okay. So I will let Tinho go ahead and  
18 proceed. Again, I'll be off -- I'll be off in seven minutes.  
19 But if you'll proceed.

20 MR. CODDING: Okay.

21 MR. MARSHACK: And you have the power to conclude or  
22 continue as you see fit. Please make -- if I'm not back,  
23 please make sure you offer Mr. Gomez an opportunity to examine,  
24 okay?

25 MR. MANG: Okay.



Northern Holding, LLC

1 MR. CODDING: Thank you, Richard.

2 MR. MARSHACK: You're welcome. I'll listen for a few  
3 minutes.

4 MR. MANG: Mr. Coddington, I'm not trying to be  
5 repetitive, but I just need to have this be a full and complete  
6 record of what was disclosed in email and what --

7 MR. CODDING: Okay.

8 MR. MANG: -- we discussed last week. So I'm just  
9 going to run through these again --

10 MR. CODDING: Okay.

11 MR. MANG: -- point by point just for the purposes of  
12 this meeting, okay?

13 MR. CODDING: Yes.

14 MR. MANG: Okay. So Nicora Wines, you stated that  
15 Rabbit Ridge received 44,000 dollars as a prepayment for  
16 grapes; is that correct?

17 MR. CODDING: Right. And we shorted them when  
18 delivery time came because the crop was short. So we spread  
19 out the shortage -- spread out the pain accordingly. So I paid  
20 him back myself the overage. But that's -- that's been  
21 addressed.

22 MR. MANG: Okay. So for Nicora, was there a grape  
23 purchase agreement that was entered into without the knowledge  
24 and consent of the trustee?

25 MR. CODDING: Well, it was before the trustee was



Northern Holding, LLC

1 around, so no. I mean, yes and no I guess. It's a timing  
2 issue.

3 MR. MANG: So this grape purchase agreement existed  
4 prior to the trustee's appointment? Is that what you're  
5 saying?

6 MR. CODDING: Right. Prior to the conversion, right.  
7 And prior to the conversion, I was going to collect fruit  
8 revenue and submit back to the bank at some later to be  
9 determined formula.

10 MR. MANG: Did you ever provide a copy of this  
11 purchase agreement to the trustee?

12 MR. CODDING: I don't believe so. I think I just  
13 provided an accounting of the fruit that came off those blocks  
14 and the funds that came off those blocks.

15 MR. MANG: Did you ship grapes to Nicora Wines from  
16 the fall 2021 harvest?

17 MR. CODDING: 2021, yes.

18 MR. MANG: And did you inform the trustee prior to  
19 shipping those grapes to Nicora Wines?

20 MR. CODDING: No. I informed the trustee after.

21 MR. MANG: For Rangeland, you said that Rabbit Ridge  
22 received 7,752 dollars for the purchase of grapes coming from  
23 the estate properties. Same question. Did you enter into a  
24 grape purchase agreement with Rangeland without knowledge and  
25 consent of the trustee?



Northern Holding, LLC

1 MR. CODDING: No. Look, he -- let's just stop with  
2 the legalese. This is getting ridiculous. The trustee didn't  
3 know because it was in place before he was involved. I didn't  
4 disclose it because we would have lost the contracts. And I  
5 was trying to preserve (indiscernible) the estate. These  
6 grapes were shipped. The money was collected. I accounted for  
7 the money and subtracted it out of my cost recovery request.  
8 So that's -- for all those guys in that category, we can just  
9 say that's what happened. And it wasn't -- Richard didn't do  
10 anything wrong. He wasn't -- the trustee's office wasn't, you  
11 know, not paying attention. They were just -- come into the  
12 picture too late for that to be part of that -- part of the  
13 official deal.

14 So that's for -- I'm going to just pull up your  
15 spreadsheet here and tell you so we don't miss anything.  
16 Nicora, Rangeland.

17 MR. MANG: And I'd like to get the actual numbers  
18 received by Rabbit Ridge for each of these -- from each of  
19 these entities as part of the record.

20 MR. CODDING: Okay. Do you have that handy? Because  
21 I don't.

22 MR. MANG: Yes. I will --

23 MR. CODDING: Okay.

24 MR. MANG: I'll just say blanket questions. You have  
25 the --



Northern Holding, LLC

1 MR. CODDING: Okay.

2 MR. MANG: -- blanket response.

3 MR. CODDING: Right. You've got my --

4 MR. MANG: And will confirm the numbers.

5 MR. CODDING: You've got my bank statements, so you  
6 know everything that's there. Yeah.

7 MR. MANG: Okay.

8 MR. CODDING: Okay.

9 MR. MANG: Cathartes Aura, LLC, also known as  
10 Anarchist --

11 MR. CODDING: Right.

12 MR. MANG: -- received 30,000 (indiscernible).

13 MR. CODDING: Right.

14 MR. MANG: And exact same situation.

15 MR. CODDING: Right.

16 MR. MANG: Correct?

17 MR. CODDING: Right.

18 MR. MANG: O'Neill Vineyards or O'Neill Wineries  
19 received -- or paid to Rabbit Ridge \$22,297.89, correct?

20 MR. CODDING: That looks wrong, but I'm going to  
21 reconfirm. I think that's somehow doubled up. But I'll dig in  
22 and confirm.

23 MR. MANG: Okay.

24 MR. CODDING: But yes, some amount was received. Yes.

25 MR. MANG: That was from the email that you sent us.



Northern Holding, LLC

1 MR. CODDING: Oh, okay.

2 MR. MANG: And totaling it --

3 MR. CODDING: All right.

4 MR. MANG: Totaling it all up, it goes to 140-.

5 MR. CODDING: Okay.

6 MR. MANG: So if there's any adjustment to that --

7 MR. CODDING: Perfect. Okay, no worries.

8 MR. MANG: -- just let us know.

9 MR. CODDING: I'm sorry. Yes, we're good. I  
10 apologize.

11 MR. MANG: You know, it's okay for you to check and  
12 let me know if I'm mistaken because we want it to be accurate.

13 MR. CODDING: Oh, that's okay.

14 MR. MANG: If it doesn't sound right to you --

15 MR. CODDING: No. If it's -- if it's in my recap  
16 email, it's good. I'm just looking at your spreadsheet. So  
17 I'm sorry.

18 MR. MANG: Okay.

19 MR. CODDING: Yeah.

20 MR. MANG: Sycamore paid \$2,747.90. Same situation,  
21 correct?

22 MR. CODDING: Yeah.

23 MR. MANG: Okay. Graveyard paid \$3,285.00. Same  
24 situation?

25 MR. CODDING: Right.



Northern Holding, LLC

1 MR. MANG: Pali --

2 MR. CODDING: Pali is not in here?

3 MR. MANG: Pali is just not in --

4 MR. CODDING: Oh, there it is. Okay. Sorry.

5 MR. MANG: Yeah, it's on the bottom.

6 MR. CODDING: Yeah, all right. Good.

7 MR. MANG: It's just not formatted the same. So Pali  
8 paid \$30,877.52. Is that correct?

9 MR. CODDING: Right.

10 MR. MANG: And then it's the exact same situation as  
11 we discussed before?

12 MR. CODDING: Correct.

13 MR. MANG: Was the money received by Rabbit Ridge  
14 thereafter spent by Rabbit Ridge?

15 MR. CODDING: Yes.

16 MR. MANG: Is there any money left?

17 MR. CODDING: No, not anymore. Ever since we got cut  
18 off from inventory, the revenue stream has sort of dried up for  
19 that entity. But it was -- those funds were invested in (audio  
20 interference).

21 MR. MANG: Okay. And was there ever a contract  
22 between you and Humanity Wine, LLC for the purchase of grapes  
23 from the properties?

24 MR. CODDING: No. We had at one point the idea that  
25 they would take some excess fruit. And there wasn't excess



Northern Holding, LLC

1 fruit from the blocks that they interested in. So that never,  
2 never came to pass.

3 MR. MANG: And is -- who controls Humanity Wine, LLC?

4 MR. CODDING: That is Steven Jones' entity. And so  
5 that's one of the ones where it's his and I have nothing to do  
6 with it. That's his entity (audio interference).

7 MR. MANG: Okay. Do you have any ownership interest  
8 in Humanity Wine?

9 MR. CODDING: I have no ownership interest or  
10 involvement in Humanity Wine. I don't know -- I'm not a  
11 managing anything in it. I'm not a consultant to it. I've got  
12 no relation to it.

13 MR. MANG: Did you ever tell Don Brady to pay 17,000  
14 dollars to Humanity Wine?

15 MR. CODDING: I don't think so. I remember telling  
16 him -- I don't think so.

17 MR. MANG: Just for a little context, do you know who  
18 Don Brady is?

19 MR. CODDING: Yes. He's the winemaker at O'Neill and  
20 the proprietor of Brady Vineyard.

21 MR. MANG: And did you ship ten tons of grapes to Mr.  
22 Brady?

23 MR. CODDING: That sounds right, yes.

24 MR. MANG: And then later there was a dispute that  
25 arose by Mr. Brady when he had some confusion about who he was





Northern Holding, LLC

1 to pay; is that right?

2 MR. CODDING: Yes. And we got that cleared up. And  
3 he was -- I told him to pay Richard's office when the question  
4 came up.

5 MR. MANG: Okay. And you've provided to the trustee's  
6 office a number of documents and receipts and invoices. As we  
7 discussed last week, have you provided -- or did you -- did you  
8 provide records of expenditures after about August 2021?

9 MR. CODDING: Not -- well, I provided records of  
10 expenditures that added up to in excess of what I might redo  
11 under this agreement, less 140,000. So there's plenty more if  
12 we wanted to take more time to go through this. But it's kind  
13 of a moot point because there's no hope of recovering that.  
14 I'm just trying to get -- I'm trying to get an incremental  
15 progress payment on what was spent by me over the last fourteen  
16 months.

17 MR. MANG: Understood. So the invoices and receipts  
18 that you provided, they sort of go up to a certain date. And  
19 then you decided that it was not economical for you to provide  
20 any more invoices. And those were provided?

21 MR. CODDING: Right. Well, it -- yeah. They don't  
22 matter. I mean, they're not going to get the money back. It's  
23 not economical. And it's, frankly, embarrassing how much I  
24 spent to bring in as little fruit as we got. But bygones. So  
25 right now I'm just trying to get a small token progress payment



Northern Holding, LLC

1 on this.

2 MR. MANG: When was the first time you told the  
3 trustee that Rabbit Ridge has received direct payments without  
4 his knowledge?

5 MR. CODDING: I want to say that was beginning of  
6 December. Actually, I can probably find out when it was. We  
7 had a phone conversation. I think you were on it. Actually, I  
8 believe it was a Zoom. I bet we can figure this out right now,  
9 if you don't mind me --

10 MR. MANG: No. I strive for accuracy here.

11 MR. CODDING: Well, I'm not finding our phone date,  
12 but it was sometime -- sometime -- I think it was the first  
13 week of December.

14 MR. MANG: Just let me know if you find it or if you  
15 give up.

16 MR. CODDING: Okay. For now I give up, but I'll do  
17 some more digging. So sometime the last week of November,  
18 first week of December.

19 MR. MANG: All right. And around the time that you  
20 told the trustee that Rabbit Ridge had directly received funds,  
21 had all the funds already been paid and spent?

22 MR. CODDING: Yes. Everything that came in was  
23 reinvested in the farming effort to try to bring the rest of  
24 the crop in. And a full accounting was provided within the few  
25 days of that conversation, along with bank statements, full



Northern Holding, LLC

1 transparency, open kimono.

2 MR. MANG: All right. We go to -- what is this? The  
3 farm operator agreement provides that you agree to provide  
4 proof of worker's compensation insurance and other required  
5 insurances --

6 MR. CODDING: Uh-huh.

7 MR. MANG: -- and compliance with tax withholding  
8 obligations. Have you provided that --

9 MR. CODDING: Uh-huh.

10 MR. MANG: -- to the trustee?

11 MR. CODDING: Yes.

12 MR. MANG: And that's in the form of the payroll  
13 summary that you provided to us, correct?

14 MR. CODDING: Payroll summary and then the bills and  
15 payments for the worker's comp. I think prior -- that was in  
16 the -- in the submission for cost recovery request  
17 reimbursement. But on a fairly regular basis, prior to that, I  
18 had been sending -- I'm talking, like, July, August, September,  
19 sending in the workman's comp proof of coverage to the trustee  
20 office.

21 MR. MANG: Okay. And paragraph 10 of the agreement  
22 provided that you agreed to "provide trustee a weekly listed  
23 expenses." Was that ever done?

24 MR. CODDING: No.

25 MR. MANG: Okay. Paragraph 6 of the agreement



Northern Holding, LLC

1 provided that you agreed to "cancel any and all existing  
2 purchase contracts for the grapes and present new contracts to  
3 trustee for execution. New contracts shall be at fair market  
4 value. And the seller shall be Richard Marshack, bankruptcy  
5 trustee." Is that correct?

6 MR. CODDING: That's what I recall, yes.

7 MR. MANG: And as we've discussed, not all the  
8 purchase contracts were canceled. And you've explained why,  
9 correct?

10 MR. CODDING: Correct.

11 MR. MANG: Okay. The agreement also provided that  
12 operator agrees and understands they are not to remove or work  
13 with any casks or bottles or cases of wines or any other  
14 personal property; further, operator shall not use any  
15 equipment or inventory. Is that correct?

16 MR. CODDING: Not under the farming agreement. That's  
17 correct. That was not part of the farming agreement.

18 MR. MANG: I'm going to send you a copy of the farming  
19 agreement that I just read off of.

20 MR. CODDING: Okay. It was -- I think it was okay for  
21 the crew to use equipment, wasn't it?

22 MR. MANG: I just read you the paragraph off of page 2  
23 of the farming agreement. So I just --

24 MR. CODDING: Okay.

25 MR. MANG: -- sent you a copy. Take a look.



Northern Holding, LLC

1 MR. CODDING: It was not -- it was not my impression  
2 that we were unable to use tractors and that kind of thing  
3 because how else would we do it. Was I supposed to lease those  
4 as well and spend another 100,000?

5 MR. MANG: You see also on page 2, going down a little  
6 bit, no access shall be allowed to operate for any other  
7 reason. And no access shall be allowed to operate or to any  
8 other asset or aspect of the real properties except with  
9 express written permission of the trustee. Do you see that?

10 MR. CODDING: Right.

11 MR. MANG: Did you ever ask the trustee in writing for  
12 permission to turn over the wines or to otherwise use any  
13 winery equipment?

14 MR. CODDING: Not in writing, no.

15 MR. MANG: Did the trustee ever authorize you to use  
16 any winery equipment or to process any wines?

17 MR. CODDING: We had a verbal agreement. And there  
18 was a limited number of gallons that were processed. And  
19 everybody is aware of this. I've talked about this since  
20 before we did it until after it was done. If you don't do  
21 that, the license goes dormant. And then whoever buys that  
22 place doesn't have access to a functioning winery. You also  
23 lose the wastewater treatment permits if you don't do  
24 fermentation. So --

25 MR. MANG: The license does not belong to the debtor,



Northern Holding, LLC

1 Northern Holding; is that correct?

2 MR. CODDING: That's correct. But a functioning  
3 license as the property is an enhancement to the value of the  
4 property.

5 MR. MANG: All right.

6 MR. CODDING: So when stuff was being done, it was not  
7 at the behest of Northern. But it was occurring during the  
8 duration of this farming contract. I'm baffled at the  
9 equipment thing though.

10 MR. MANG: It's right there in the agreement.

11 After the trustee was appointed, did you ever enter  
12 into any contracts on behalf of the debtor?

13 MR. CODDING: I don't believe so, no. No, because  
14 Richard took over basically in place of Northern -- or took  
15 over Northern in place of me really.

16 MR. MANG: Well, for example, what about the contract,  
17 just this -- just for example, between Northern Holding and  
18 Corbett Vineyards, LLC, which was signed on September 24, 2021  
19 without the knowledge and consent of the trustee? And then  
20 an --

21 MR. CODDING: What --

22 MR. MANG: And then an addendum had to be made where  
23 the trustee was inserted as a party after --

24 MR. CODDING: That was --

25 MR. MANG: -- it had originally been signed.



Northern Holding, LLC

1 MR. CODDING: That was the process. We'd agree to  
2 something. Richard would okay it. I'd get the paper. Then  
3 your office and me would get the addendum on there. In that  
4 one, I think he interlineated pretty -- pretty excessively.  
5 But yeah, that's the process. I mean, that was all under the  
6 purview of our agreement.

7 MR. MANG: So just to recap the process, you're saying  
8 the process was that you would enter into an agreement, then  
9 tell Richard, and then he would sign an addendum?

10 MR. CODDING: Well, no. I would tell him I'm working  
11 on this agreement. And you have to give the producer  
12 something. The customer needs something in their hands to say  
13 what happened, you know, here's what we're doing. And then  
14 Richard and I would interlineate or do whatever is necessary  
15 because the customers want to use their own -- their own form  
16 in some cases, in the case of Center of Effort being one of  
17 them. And yeah, then we would do the addendum, and that's  
18 that.

19 So when you ask, you know, enter into a contract on  
20 behalf of Northern, no. This was all part of the process that  
21 was outlined by the farming agreement.

22 MR. MANG: Okay. So when the signature line says by  
23 Lee Coddington, managing member, that's not on behalf of Northern?

24 MR. CODDING: No. That's then handed off to Richard's  
25 office so he can ratify the contract. We went through this,



Northern Holding, LLC

1 and it took us weeks to get this system down. And in fact,  
2 some of the legacy buyers that had contracts in place weren't  
3 included in that process. The exception process that I had to  
4 create ad hoc on the fly to preserve value for the estate was  
5 done because we were fiddling around for weeks trying to get  
6 this process that you're describing done.

7 Do you have Center of Effort contract that's signed by  
8 Richard and me?

9 MR. MANG: Yes.

10 MR. CODDING: So there -- on every single one of them,  
11 there's a place for me to sign. And on every single one of  
12 them, there's a place for him to sign. And there's an  
13 addendum. And there's instructions about how payment should  
14 get made.

15 MR. MANG: By every single one, do you mean the  
16 contracts that Richard signed, all of them had a signature  
17 block for it?

18 MR. CODDING: The official -- yes, everything that we  
19 did with the trustee's office, there's an addendum and a  
20 signature by him.

21 MR. MANG: Because as we discussed, there were a  
22 couple of contracts that the trustee did not sign. So is there  
23 a signature block for the trustee on any of the contracts that  
24 he didn't sign? I know it may sound like a dumb question  
25 but --





Northern Holding, LLC

1 MR. CODDING: Everything that we did he signed off on.  
2 If I sent something into your office and somebody didn't get it  
3 filed with his signature on it, then I'm not -- I'm not in your  
4 office. I don't know what you see. But each one of those was  
5 executed according to the process we painstakingly put together  
6 to be compliant.

7 MR. MANG: All right. I think -- all right. I'm  
8 probably done with my questions.

9 Mr. Gomez, are you there?

10 MR. GOMEZ: I am. Give me a moment.

11 MR. MANG: Okay. Do you want to take a quick break  
12 and then we can come back in a little bit? Because I know Mr.  
13 Coddington has been going for an hour and a quarter now.

14 MR. GOMEZ: Yeah. I that makes sense. Do you want to  
15 do two minutes or five? What's your preference?

16 MR. MANG: Let's take a five-minute break, come back  
17 at 3:20. And then we'll have Mr. Gomez ask his questions of  
18 debtor.

19 MR. CODDING: Okay. Thank you.

20 MR. MANG: Okay. Thank you, everyone.

21 (Whereupon a recess was taken)

22 MR. MANG: All right. Welcome back. We thought --

23 MR. CODDING: Thank you.

24 MR. MANG: -- we had lost you forever.

25 MR. CODDING: Audio still okay?



Northern Holding, LLC

1 MR. MANG: Yeah, audio is still okay.

2 MR. CODDING: Great. Thank you.

3 MR. MANG: All right. I think we're back on the  
4 record. So just for sanity of the proceedings, I will now turn  
5 it over to Mr. Gomez for questions on behalf of his client.  
6 And if you could identify yourself before you speak just so we  
7 can transcribe this and have everyone identified, that would be  
8 great.

9 MR. GOMEZ: Good afternoon. This is Michael Gomez on  
10 behalf of secured creditor Farm Credit West, FLCA.

11 MR. CODDING: Good afternoon.

12 MR. GOMEZ: Good afternoon, Mr. Coddington.

13 So earlier you mentioned Mr. Tolar. Do you have his  
14 contact information?

15 MR. CODDING: I do.

16 MR. GOMEZ: All right. What is it?

17 MR. CODDING: Bear with me here.

18 MR. GOMEZ: Sure.

19 MR. CODDING: Direct line, this is a mobile, is 909 --

20 UNIDENTIFIED SPEAKER: Hold on one second. Do we want  
21 this on the record, or do you want to email it to him? Do you  
22 know? What do we think?

23 MR. MANG: I think on the record is fine.

24 UNIDENTIFIED SPEAKER: Okay.

25 MR. MANG: Yeah. He's not a minor.



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1 UNIDENTIFIED SPEAKER: Okay. Okay.

2 MR. CODDING: Okay. So area code 909-855-7235. And  
3 then there's a different number. Do you care about the text  
4 number?

5 MR. GOMEZ: Did you say text, T-E-X-T?

6 MR. CODDING: Right.

7 MR. GOMEZ: Yeah, go ahead. Give me a text messaging  
8 number.

9 MR. CODDING: Okay. 805-698-9384.

10 MR. GOMEZ: All right. And is there a mailing address  
11 for him?

12 MR. CODDING: Yeah, but I don't have it handy. But I  
13 can get you that.

14 MR. GOMEZ: All right. And do you have an email  
15 address for him?

16 MR. CODDING: I do, but I'll have to go off my screen.  
17 Let me look it up here. That is Vino Tinto -- it's  
18 V-I-N-O-T-I-N-T-O-C-O-N-S@aol.com.

19 MR. GOMEZ: So I have vinotintoconsulting@aol.com and  
20 the word Vino Tinto Consulting is all one word, right?

21 MR. CODDING: It's one word except he dropped the  
22 last -- consulting, so it's Vinto Tinto C-O-N-S@aol.com.

23 MR. GOMEZ: I'm sorry. Can you repeat that again? I  
24 missed what you said.

25 MR. CODDING: Sure. So it's



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1 V-I-N-O-T-I-N-T-O-C-O-N-S@aol.com.

2 MR. GOMEZ: So no "ulting", just --

3 MR. CODDING: Exactly.

4 MR. GOMEZ: -- C-O-N-S?

5 MR. CODDING: Correct.

6 MR. GOMEZ: All right. When is the last time you  
7 spoke to Mr. Tolar?

8 MR. CODDING: Probably yesterday.

9 MR. GOMEZ: Okay. And earlier there was a company  
10 referenced named Humanity Wine.

11 MR. CODDING: Uh-huh.

12 MR. GOMEZ: And you have no involvement with Humanity  
13 Wine; is that correct?

14 MR. CODDING: That's correct. I also have no  
15 involvement with Vino Tinto Consulting other than they're our  
16 grape broker.

17 MR. GOMEZ: Grape broker. All right. When you say  
18 "our," you mean for Rabbit Ridge?

19 MR. CODDING: Right. Buying and selling of fruit over  
20 the years. I've used Bill for other things too in other  
21 capacities before my involvement with that, but he's kind of a  
22 fixture.

23 MR. GOMEZ: All right. And Humanity Wine, you said  
24 that is Mr. Jones, Steve Jones's company?

25 MR. CODDING: That's correct.



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1 MR. GOMEZ: Okay. And Mr. Jones -- does anyone else  
2 have an interest in Humanity Wine that you know of?

3 MR. CODDING: Not that I know of, no.

4 MR. GOMEZ: All right. Are there any other officers  
5 of Humanity Wine other than Mr. Jones?

6 MR. CODDING: Not that I know of.

7 MR. GOMEZ: Okay. And what is Rabbit Ridge's  
8 involvement with Humanity Wine?

9 MR. CODDING: Well, there's -- they have an agreement  
10 to produce wine for them as a client. So Rabbit Ridge  
11 producing for Humanity as a client. But I don't believe much  
12 work was yet done on that arrangement.

13 MR. GOMEZ: How much work do you believe was done?

14 MR. CODDING: Humanity bought some shiners that are in  
15 the winery facility still.

16 MR. GOMEZ: What do you mean by shiners for the  
17 record?

18 MR. CODDING: Those are bottles of wine that are  
19 finished but unlabeled, ready for labeling and shipment.

20 MR. GOMEZ: When were those bottles bottled?

21 MR. CODDING: 2020. I don't remember if there's --

22 MR. GOMEZ: Is it fair to say --

23 MR. CODDING: -- (indiscernible) on that though.

24 MR. GOMEZ: Is it fair to say that the wine that was  
25 sold to Humanity was bottled prior to the Northern Holding



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1 bankruptcy?

2 MR. CODDING: It is fair. It was also from vintages  
3 prior to 2021. And I don't think it was actually bottled. In  
4 fact, I know it wasn't bottled for Humanity Wine Company. It  
5 was bottled, but it was in the stock and purchased by Humanity,  
6 but it hasn't gone anywhere. It's just sitting there.

7 MR. GOMEZ: Okay. Are any of the wines that were held  
8 by Rabbit Ridge on its own behalf source the grapes from any  
9 third-party sources other than the San Marcos, Texas Road, or  
10 the Live Oak properties?

11 MR. CODDING: Yes.

12 MR. GOMEZ: Okay. Were all of those growers paid?

13 MR. CODDING: Yes.

14 MR. GOMEZ: And would that be reflected in Rabbit  
15 Ridge's records?

16 MR. CODDING: Yeah. We'd have to do some digging for  
17 that. We're talking, again, 2020 harvest and prior.

18 MR. GOMEZ: Okay. Do you know which other growers  
19 grapes were obtained from?

20 MR. CODDING: This is prior to my involvement, but it  
21 was -- there was a grower down in San Ynez, Santa Barbara  
22 County, that did a sauvignon block and then one in the Lodi  
23 area that did a Carignan. Those are the only two that I'm  
24 aware of.

25 MR. GOMEZ: And they have been repaid in full. They



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1 never demanded any payment for anything they're owed?

2 MR. CODDING: Not in the time I've been around.

3 MR. GOMEZ: And what did the Lodi grower grow?

4 MR. CODDING: Carignan. It's a French variety, not  
5 too common in California, but C-A-R-I-G-N-A-N.

6 MR. GOMEZ: All right. So if -- now, did Humanity pay  
7 Rabbit Ridge for the bottles that it was purchasing?

8 MR. CODDING: Well, when you buy shiners, you're  
9 paying for a case of wine. So yeah, you pay for the materials,  
10 the cork, the packaging, the juice, everything that's in there.

11 MR. GOMEZ: All right. Is there anything outstanding  
12 owed by Humanity to Rabbit Ridge?

13 MR. CODDING: Nothing outstanding is owed, but they  
14 can't get their wine. So that's a different kind of problem I  
15 guess. Probably Rabbit Ridge owes them money at this point.

16 MR. GOMEZ: All right. So on the bank records of  
17 Rabbit Ridge, there was some money transferred to Humanity.  
18 Why? Why was Rabbit Ridge transferring money to Humanity?

19 MR. CODDING: That's a separate arrangement that  
20 wasn't related to product that was done on a -- I believe it  
21 was for management consulting by Mr. Jones who's acting as --  
22 or was acting as the CFO for Rabbit Ridge.

23 MR. GOMEZ: All right. So earlier we were going over  
24 a spreadsheet. Do you have that in front of you?

25 MR. CODDING: I can pull it back up on my phone.



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1 MR. GOMEZ: Sure.

2 MR. CODDING: Got it.

3 MR. GOMEZ: Okay. Are these all the third parties to  
4 whom Rabbit Ridge or rather you, in your capacity as the farm  
5 manager for the estate, sold grapes to?

6 MR. CODDING: Yes.

7 MR. GOMEZ: All right. Is anyone else -- is there  
8 anyone else that you sold grapes to that's not on this list?

9 MR. CODDING: No.

10 MR. GOMEZ: Okay. And approximately how many tons of  
11 grapes did Rabbit Ridge harvest -- or did you harvest? I'm  
12 sorry.

13 MR. CODDING: Now, we can look up -- I'm going to have  
14 to do a -- back of the envelope. I don't have that. Actually,  
15 you know what, I can look at -- I'm going to go off screen  
16 again. Sorry. Can you still hear me?

17 MR. GOMEZ: Yes, sir.

18 MR. CODDING: All right. I'm just looking back at my  
19 forecast updates. Oops.

20 Okay. Sorry. I'm still --

21 MR. GOMEZ: I've texted the trustee to mute his line.  
22 We'll see if it goes through.

23 MR. CODDING: Just going -- bear with me one more  
24 second. I'm sorry. I will get you the official count when I  
25 put the weight takes together, but I'd say about 250 tons.





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1 Here we go. All right. I'm back.

2 MR. GOMEZ: All right. So you harvested about 250  
3 tons?

4 MR. CODDING: Yeah, just off the top of my head.

5 MR. GOMEZ: Okay. And how do you sell to Booker or My  
6 Favorite Neighbor?

7 MR. CODDING: Well, here on the spreadsheet, it looks  
8 like about just under six.

9 MR. GOMEZ: And you believe that's accurate?

10 MR. CODDING: Well, yeah. I mean, we can look -- we  
11 can -- that one came from a weight tag because you -- that's  
12 why it's an oddball number like that. So yeah, I think that  
13 one is correct.

14 MR. GOMEZ: Okay. And who made --

15 MR. CODDING: That was on the -- well, they waived it.  
16 The buyer always waives when it gets to their crush pad.  
17 That's whose weight tag you go off of.

18 MR. GOMEZ: All right. What about Dow?

19 MR. CODDING: Dow I'm getting the -- that's the one we  
20 were talking about earlier. We're inputting the weight tags  
21 together from them. That's what I'm going to go see her about  
22 tomorrow so we get everything squared away. They had a  
23 contract for sixty-five tons. I think they got about that.

24 MR. GOMEZ: And they didn't give you any weight tags  
25 when the grapes were delivered?



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1 MR. CODDING: Well, I don't have the complete set. So  
2 that's why I'm going to go see them tomorrow.

3 MR. GOMEZ: All right. What about Riboli?

4 MR. CODDING: Him I can pull up what he's got.  
5 That'll take me a minute to --

6 MR. GOMEZ: Sure.

7 MR. MANG: If I can just interject real quick on the  
8 Dow contract. Mr. Coddington, you said that you think that Dow --

9 MR. CODDING: Sure.

10 MR. MANG: -- actually received sixty tons of grapes  
11 or sixty-five tons of grapes?

12 MR. CODDING: Do I think they did?

13 MR. MANG: Yes.

14 MR. CODDING: I think it was close, yeah, which is why  
15 I think they're underpaid.

16 MR. MANG: All right. Thank you.

17 MR. GOMEZ: And to be clear, I think you said the  
18 number was sixty-five tons, correct?

19 MR. CODDING: Well, you know, I'm just going to off  
20 the top of my head, but I think that's what the contract was  
21 for. Not to say, I mean, the arrangement got super light, so  
22 it could be that they were shorted by half, you know. Looking  
23 up -- I've got the Riboli weight tag. Yeah. This is the one  
24 where -- and I hate to repeat myself, but there's mentioning --  
25 they had originally intentionally of buying cabernet sauvignon



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1 and cabernet franc, and they bought only cabernet franc. And  
2 they got, according to their tag, 3.145 tons. And that's, what  
3 they paid off of.

4 MR. GOMEZ: So let me restate that to make sure I  
5 heard it correctly. The number you said was 3.145, so just  
6 over three tons?

7 MR. CODDING: Right. Yeah, which is --

8 MR. GOMEZ: And that was --

9 MR. CODDING: Go ahead. I'm sorry.

10 MR. GOMEZ: And you said that was only the sauvignon  
11 blank, blanc?

12 MR. CODDING: Cabernet franc. Yeah. They picked a  
13 block of cabernet franc that they wanted, and that's what came  
14 off that block. So that's what they got. And then on their  
15 cabernet sauvignon, they were experiencing a changeover in  
16 their winemaker and vineyard management team at the time. So  
17 she decided she didn't want or need the cabernet sauvignon,  
18 which, you know, if that were something more obscure that  
19 couldn't easily be sold for the same price, it would have been  
20 more of an issue. But it wasn't an issue because that was  
21 happy to take it. So --

22 MR. GOMEZ: Okay. And where did the cabernet  
23 sauvignon blocks that were originally intended for Riboli go?

24 MR. CODDING: They had rows marked off. Those went to  
25 Dow.



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1 MR. GOMEZ: Okay. So that's part of the sixty-five  
2 tons?

3 MR. CODDING: Right. We're going to get to the bottom  
4 of that tomorrow in exactly detailed form. But yeah, that's  
5 part of the sixty-five.

6 MR. GOMEZ: All right. And going back to the  
7 spreadsheet, I see it's says Corbett has 22.09 tons. Is that  
8 accurate?

9 MR. CODDING: Yeah. That's right.

10 MR. GOMEZ: Okay. And then below that, WarRoom, 54.26  
11 tons. Is that accurate?

12 MR. CODDING: I believe so.

13 MR. GOMEZ: Okay. All right. Now, we're -- it  
14 says -- let me go back to Corbett where it says the 22.09 tons.  
15 There's two entries for 21,600. Is that for the entire  
16 twenty-two tons or are there -- are there a different set of  
17 twenty-two tons going for another 21,000 dollars?

18 MR. CODDING: That should be -- well, let's see here,  
19 1,800 a ton. So twenty-two times -- yeah, that's -- it should  
20 be 39,600. So I guess that was the original estimate if  
21 twenty-four tons shipped. So it should be nineteen-eight times  
22 two.

23 MR. GOMEZ: All right. So the 22.09 is the total,  
24 correct?

25 MR. CODDING: Right. But both those -- yeah, exactly.



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1 It should be nineteen-eight. There should be two payments of  
2 19,800 based on that.

3 MR. GOMEZ: All right. It says Brady received ten  
4 tons. Is that accurate?

5 MR. CODDING: Yes.

6 MR. GOMEZ: Okay. And O'Neill, O'Neill. Do you know  
7 how many tons O'Neill received?

8 MR. CODDING: I believe twelve. And they're down  
9 below. That's where it's 22.297.

10 MR. GOMEZ: Okay. And John Anthony Michael, you  
11 believe that's accurate he received -- it looks like there's  
12 two entries for him. He received 2.7055 and .325. So over --

13 MR. CODDING: Right.

14 MR. GOMEZ: -- three tons; is that right?

15 MR. CODDING: Yeah. Yeah.

16 MR. GOMEZ: Okay. And then going down below on the  
17 spreadsheet down around line 35, we have Nicora.

18 MR. CODDING: Right.

19 MR. GOMEZ: How much did Nicora receive in terms of  
20 tonnage?

21 MR. CODDING: They've got about six tons.

22 MR. GOMEZ: What about Rangeland?

23 MR. CODDING: Rangeland, I think, got one and a half.

24 MR. GOMEZ: And Cathartes, also known as Anarchist?

25 MR. CODDING: Yeah. He got -- let's see. This is



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1 by -- I need to look all this up. I'm just not going to  
2 torture us by doing it while we're sitting here on the phone.  
3 But Anarchist got eight -- I believe -- no, it couldn't be that  
4 much -- eighteen I believe.

5 MR. GOMEZ: All right. We talked about O'Neill. What  
6 about Sycamore?

7 MR. CODDING: Sycamore was one bin, so half a ton.

8 MR. GOMEZ: And Graveyard?

9 MR. CODDING: I think one ton.

10 MR. GOMEZ: And Pali?

11 MR. CODDING: Pali was about twenty-four tons. Again,  
12 I'll look that up for you, but plus or minus.

13 MR. GOMEZ: So when I total it up, I understand that  
14 these are just estimates, I come out to approximately 158 tons,  
15 no more than 158 tons. So let's just round that up to 160  
16 tons. I believe you said that 250 tons were harvested.

17 MR. CODDING: Well, that was just spit balling off  
18 of -- and it was just backing off of that. But let's add this  
19 up again. Six plus -- I'm at 150 tons, and I'm only at  
20 WarRoom.

21 MR. GOMEZ: I don't think so. Wow, sorry, you're  
22 right. Dow. You said sixty-five tons?

23 MR. CODDING: Yeah.

24 MR. GOMEZ: And you said Riboli had 3.145?

25 MR. CODDING: Yeah. I get 242.



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1 MR. GOMEZ: I have 226. So let's just call it --

2 MR. CODDING: All right.

3 MR. GOMEZ: -- 225 roughly.

4 MR. CODDING: All right.

5 MR. GOMEZ: I know it's a little lower. But so we're  
6 short about twenty-five tons. Any ideas where those are or  
7 what they were used for?

8 MR. CODDING: I see what you're getting at, but you're  
9 thinking of it all wrong. I was spit balling off of the  
10 revenue projections when I threw that number out there before.  
11 I wasn't trying to create a cute situation here.

12 MR. GOMEZ: I'm not --

13 MR. CODDING: This --

14 MR. GOMEZ: -- being cute.

15 MR. CODDING: Those projections were -- those  
16 projections were based on expected yields. And yields were low  
17 due to the water conditions. So where those twenty-five tons  
18 went was they never existed. They were stillborn, cluster  
19 weights and that was it. Probably all of that should have been  
20 Syrah. It was a good year.

21 MR. GOMEZ: All right. Was Rabbit Ridge processing  
22 any grapes in 2021?

23 MR. CODDING: Yes. As I've stated many times over the  
24 months that we've talked about this, there was a thin pick,  
25 basically waste that had to get removed from a section of



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1 Mourvedre in order for it to get ripe for the intended customer  
2 to take delivery on it. So at my expense, we went through and  
3 did a thin pick. And instead of composting that fruit, we  
4 fermented it. The purpose of that was to maintain the license  
5 so that a purchaser of the facility could have an operating  
6 winery, you know, ferment, and of course, of a vintage, the  
7 license gets made inactive. And that means the new operator  
8 has to come in and do an entire reapplication process if  
9 they're able to get it. That's why I was freaking out about  
10 this wastewater treatment, because if the wastewater treatment  
11 isn't activated, then the winery is not a winery. It's just a  
12 big storage facility.

13 MR. GOMEZ: When did you complete the thin pick?

14 MR. CODDING: Early on in the -- in the season, early  
15 October, I believe.

16 MR. GOMEZ: All right. And were any of the harvested  
17 grapes other than the thin pick something -- anything other  
18 than 250 tons used by Rabbit Ridge?

19 MR. CODDING: No. There was no -- we just did a  
20 cursory fermentation to maintain the licensing. And there's  
21 no -- no 2021 juice, bottled or barreled, at the facility.

22 MR. GOMEZ: All right. The weight tags that were used  
23 for this, have they all been turned into the trustee, the  
24 spreadsheet?

25 MR. CODDING: Everything I have I've shared, but we





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1 still need to get the complete set of tags from Dow.

2 MR. GOMEZ: All right. And does Rabbit Ridge use  
3 QuickBooks?

4 MR. CODDING: It does.

5 MR. GOMEZ: And who has possession of the QuickBooks  
6 files?

7 MR. CODDING: I have access to them.

8 MR. GOMEZ: Are they in the cloud or --

9 MR. CODDING: They are.

10 MR. GOMEZ: -- is it on --

11 MR. CODDING: They're in the cloud.

12 MR. GOMEZ: All right. What about the farming  
13 records? Where are those records kept?

14 MR. CODDING: You mean fertilizer application and that  
15 kind of thing?

16 MR. GOMEZ: Everything from payments to workers to  
17 what was harvested.

18 MR. CODDING: Well, the contacts set up what was to be  
19 harvested. And the weight tags confirmed that. In some cases  
20 producers want invoices. In those cases, they get sent. Other  
21 times the -- the producers, I mean the grape buyers pay off the  
22 contracts. So it just depends on whatever is common practice  
23 with each relationship. In terms of payments to vendors and  
24 that kind of thing, yeah, that's on the -- in the bank records.  
25 And then the -- what was your other question? Oh, fertilizer



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1 application and that kind of thing, that's kept by the  
2 outsourced firms that do that. So like Buttonwillow Warehouse,  
3 for example, keeps those records. That's their obligations as  
4 licensed pest control advisor. So they do that kind of  
5 recordkeeping.

6 MR. GOMEZ: All right. You said one of the practices  
7 was to send invoices to the buyers of the grapes. Who sent  
8 those invoices? Was it you or Mr. Marshack?

9 MR. CODDING: It was me.

10 MR. GOMEZ: Okay.

11 MR. CODDING: Where they wanted them. You know, they  
12 didn't all want them. But those that did -- or, like, Center  
13 of Effort asked for it three times, for example. But yeah, I  
14 sent it.

15 MR. GOMEZ: Sorry. Center of Effort -- which one of  
16 those on the list here is Center of Effort?

17 MR. CODDING: That would be Corbett Vineyards, LLC,  
18 parenthesis COE.

19 MR. GOMEZ: Okay. And do you have copies of the  
20 invoices that you submitted?

21 MR. CODDING: Yeah. The trustee's office does as  
22 well.

23 MR. GOMEZ: Right. And where do you keep -- for your  
24 records, where do you keep copies of those invoices?

25 MR. CODDING: I just have them in a paper file.



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1 MR. GOMEZ: Paper file. And where is that paper file  
2 located?

3 MR. CODDING: It's in my briefcase.

4 MR. GOMEZ: Okay. Was Rabbit Ridge selling any wines  
5 out of the winery the last months of 2021?

6 MR. CODDING: Yes. Rabbit Ridge was operating as an  
7 independent company, which it is. And yes, it was conducting  
8 business. Those efforts ceased at the beginning of December,  
9 however.

10 MR. GOMEZ: Were there any tastings being conducted?

11 MR. CODDING: No.

12 MR. GOMEZ: So it was just bottled wine that was being  
13 sold?

14 MR. CODDING: Right.

15 MR. GOMEZ: And were those online sales or in-person  
16 sales or both?

17 MR. CODDING: Online and (indiscernible) to the trade.  
18 So in other words, ship it out on a truck to another licensee  
19 who then resells it.

20 MR. GOMEZ: All right. And you have those records in  
21 your QuickBooks files?

22 MR. CODDING: Yes. And it's no problem to share on  
23 that kind of stuff. Like I've told you many, many times, we'd  
24 like to get this guarantor status thing put to bed. If there's  
25 a business left after that, that would be great. There won't



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1 be if we don't do something quick because when you say no to  
2 every customer that sends you an order, pretty soon they find  
3 some other wine to buy.

4 MR. GOMEZ: If you could send us the QuickBook files,  
5 that would be beneficial.

6 MR. CODDING: Okay.

7 MR. GOMEZ: All right. And for that thin pick that  
8 you were discussing earlier, how many grapes were picked as  
9 part of the thin pick? Is it, you know, a ton or less than  
10 that?

11 MR. CODDING: It was about -- it was four bins, I want  
12 to say, because it was picking light, about just under two  
13 tons.

14 MR. GOMEZ: All right. And these would not have been  
15 saleable grapes anyways, correct, you said?

16 MR. CODDING: Right. These were grapes that would  
17 have been -- they're suitable for making rose. And they  
18 enabled the grapes that were left behind to ripen the rest of  
19 the way to meet the contract requirements for red wine which  
20 was still a stretch. But anyway, it worked. So --

21 MR. GOMEZ: All right. Mr. Mang, I don't have any  
22 further questions.

23 MR. MANG: All right. So I think because the trustee  
24 has asked all the questions that the trustee needs to ask and  
25 all the creditors have appeared to have asked all the questions



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1 they needed to ask, we can conclude this meeting with  
2 creditors. And thank you, everyone, for all your time. Thank  
3 you.

4 MR. CODDING: Thank you both.

5 MR. MANG: All right. Let's tell the trustee. And  
6 everyone have a good rest of your day.

7 MR. CODDING: Okay. Thanks for your time, everybody.  
8 We'll be in touch. Thanks. Okay. Thanks, Tinho.

9 UNIDENTIFIED SPEAKER: Oh, Tinho?

10 MR. MANG: Yeah.

11 UNIDENTIFIED SPEAKER: Did you continue or anything?

12 MR. MANG: No, I concluded.

13 UNIDENTIFIED SPEAKER: Concluded, cool. Thank you.

14 MR. MANG: Yeah, because Richard told me I could. So  
15 it's concluded.

16 UNIDENTIFIED SPEAKER: Okay. Let me call him and see  
17 if he can come turn this off.

18 MR. MANG: I'll stay on.

19 UNIDENTIFIED SPEAKER: Okay.

20 Hi, we're finished up. Can you come finish? I see  
21 you walking up.

22 MR. MARSHACK: Hello.

23 UNIDENTIFIED SPEAKER: Hi.

24 MR. MANG: Hi. Are you still on your phone?

25 MR. MARSHACK: Yeah.



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1 MR. MANG: All right. Call me after. I don't want  
2 to --

3 MR. MARSHACK: Well, let me ask you. Have we  
4 concluded the 341(a)?

5 MR. MANG: Yes. It's concluded.

6 MR. MARSHACK: 341(a) examination is concluded.

7 (Whereupon these proceedings were concluded)

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C E R T I F I C A T I O N

I, Michael Drake, certify that the foregoing transcript is a  
true and accurate record of the proceedings.



/s/ MICHAEL DRAKE, CER-513, CET-513

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Date: February 21, 2022



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## **EXHIBIT 15**



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**From:** Lee Coddington <lecoddington@icloud.com>  
**Sent:** Friday, February 11, 2022 10:25 PM  
**To:** Richard Marshack <RMarshack@MarshackHays.com>; Pam Kraus <pkraus@marshackhays.com>  
**Cc:** Tinho Mang <tmang@marshackhays.com>; Kevin Otus <kotus@thinkonyx.com>  
**Subject:** Cost Reimbursement IMG\_8136-preview.pvt

Richard,

Well that was fun. I'll be back Monday.

Not asking for a full reimbursement. Maybe just a modest progress payment of \$120,000.00.

Please see to it that a check is ready this time. Last chance.

Regards,  
Lee



## **EXHIBIT 16**

---

LEE CODDING

February 17, 2022

[lecodingiv@icloud.com](mailto:lecodingiv@icloud.com)

13217 Jamboree Rd  
Tustin, CA 92782

Richard Marshack  
Marshack Hayes LLP  
870 Roosevelt  
Irvine, CA

via in-person service/ certified mail

Dear Richard,

This letter is to offer you an opportunity to rectify our farm contract payment arrangement. Your office owes me \$400,000.00 as contractually allowed less \$137,668.00 for a total of \$262,332.00. Your office has had my payment request and supporting documentation for months. I have a proposal for you but first some more detail on how we got here.

While it may be true that some revenue was received by my licensed entity those numbers were reconciled in December 2021 with full reporting to your office. I have not asked for reimbursement on those payments, only for what remains due under our agreement. There is no reason or excuse to delay payment. To reiterate, you are in breach.

Your refusal to remit refund payments to me (these are refunds for expenditures advanced not any remuneration for my 14 months of work on the project you've collected funds on) has put me in a precarious position. So I am still scrambling to get this together.

I've requested from your office a full accounting of funds received by your office on my behalf. This accounting has been denied me by your office. I've suggested a payment plan and have received no response. I am willing to accept a reasonable payment plan. The initial payment must be available for me to pickup with no further demands from your office no later than Tuesday 22 February 2022. If I don't receive said payment I will have no choice but to file a regulatory complaint. Multiple market enforcement actions on all grape buyers that paid your office on my behalf will be considered as well. That's not something I want to do but I won't have a choice.

In summary, rather than both of us spending money on legal resolution I'd like to offer an alternative course of action: a reasonable payment plan. Additionally we have bigger fish to fry with the \$15.8 million PSA for 1172 San Marcos and Texas Road.

So, let's quit the posturing and do what's right.

Sincerely,



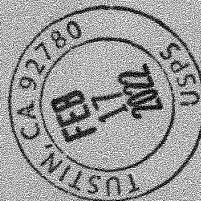
Lee Coddington



CODING, LEE  
13217 STARBUCK RD #425  
TUSTIN CA 92782

RECEIVED

FEB 23 2022



Confidential

REYARD MARSWACK  
MARSWACK HAYS

870 Rosset Ave  
Irvine CA  
92620

URGENT  
/

RETURN RECEIPT

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114659819

## **EXHIBIT 17**

**MARSHACK HAYS** LLP

ATTORNEYS AT LAW | LITIGATION | REORGANIZATION | BANKRUPTCY

Richard A. Marshack

D. Edward Hays

Chad V. Haes

David A. Wood

Judith E. Marshack

Laila Masud

Tinho Mang

Bradford N. Barnhardt

*Of Counsel*

Kristine A. Thagard

Matthew W. Grimshaw

Reference No. 1015-146  
Sender: Tinho Mang on behalf of Richard A.  
Marshack, Trustee

February 25, 2022

*VIA E-MAIL ONLY*

LeRoy E. Codding IV  
lecoddingiv@icloud.com

**Re: *In re Northern Holding, LLC***  
**Case No. 8:20-bk-13014-MW**  
**Re: Response to your demand for progress payments**

Dear Mr. Codding:

This letter serves as a formal response to your repeated demands via e-mail, certified mail, telephone, and in person at my law firm office for payment, arising from the farming operations on properties owned by Northern Holding, LLC and under my sole administration in my capacity as Chapter 7 trustee. As previously stated, I am not permitted to make any payments out of the ordinary course of business without a specific order of the Court. Because of the irregularities in your handling of your employment as the farm manager for the bankruptcy estate ("Estate"), I am not permitted to make any reimbursement payments to you absent a specific and definite order of the Court.

**1. You failed to comply with the terms of the farm management agreement and remain in breach of contract.**

As detailed in our prior correspondences, you failed to comply with the terms of the farm management agreement which was presented to and approved by the Court. Specifically, you agreed to cancel all existing grape purchase contracts and ensure that the proceeds of all sales of grapes was received and held in trust, as is the required procedure for any bankruptcy case. Instead of complying with the farm management agreement, you retained preexisting contracts and directly received (through Rabbit Ridge Wine Sales, Inc. or other entities) payments derived from the sale of Estate property, which you had no authority or right to control. Despite your protests to the

February 25, 2022  
Page 2

contrary, you have thereafter failed to provide a full accounting of the diverted grapes and proceeds to me, including failing to provide a copy of the contracts for these diverted assets, and failing to account for the expenditure of these funds, as all of the expenses you have provided to me and my office generally pre-date your employment on behalf of the Chapter 7 bankruptcy estate. As a result, and as more fully explained below, I am not authorized to provide you with the reimbursements that you continually demand.

**2. As a result of your concealment and diversion of funds, the Estate was deprived of substantial rights.**

As the Trustee, I am a fiduciary responsible for the administration of the bankruptcy estate. While you served in a consulting capacity, the nature of the farm management agreement and the constraints of the Bankruptcy Code forbade you from directly making any business decisions unrelated to farming, such as the negotiation and sale of crops. Instead, your responsibility was to advise me as the Trustee regarding such decisions. By unilaterally diverting crops and proceeds without my oversight, you deprived the Estate of the ability to negotiate its own terms. Furthermore, even if your explanation was true that customers would be lost if the preexisting contracts were cancelled in accordance with the farm management agreement, you have never provided any explanation why the proceeds were concealed from me and could not be immediately redirected to me in accordance with the Bankruptcy Court's orders. In short, your diversion and concealment of funds from the Estate is a breach of duties on your part and may rise to the level of embezzlement. To illustrate, if one of your employees wrote himself a check out of your company's general account and explained that it was an advance against his future paychecks, that may similarly constitute embezzlement. This is precisely what you did. Additionally, on February 8, 2022, you testified for the first time (and contrary to your prior representations to me) that you misappropriated crop grown on the property to process into wines, which I never authorized and in fact expressly prohibited. Remember: the only reason that we knew about your diversion of funds was because one of the customers you attempted to sell directly to contacted us because it did not want to pay any unauthorized party – and only when confronted with this discovery, you finally confessed to receiving the \$140,000 derived from the unauthorized sale of Estate property.

**3. You have continually failed to provide basic information to assist me in determining the extent of your allowable reimbursements.**

Despite months of requesting basic information from you either directly, through my agents, or my attorneys, you have failed to keep, maintain, or disclose basic records that would allow me to determine the extent of your benefit to the Estate. For example, although you apparently personally oversaw the harvest and weighed the hand-picked



February 25, 2022  
Page 3

crop on site, you failed to provide any report of the harvest to me and any measurements of the tonnage picked. You also failed to provide me with any proof of payroll payments made to any employees or contracted labor, and failed to provide me with any information regarding the laborers growing, harvesting, and shipping crop. More specifically, your documentation regarding payroll to your employees fails to differentiate between work performed on the farming operations and work performed on any other unauthorized business being conducted by Rabbit Ridge or your related entities. Any professional and responsible farm manager would have provided me regular reports on the status of the crop, and especially provided a full report of the timing and status of the harvest. Your deliberate and intentional concealment of information from me has crippled my ability to protect the Estate.

**4. The Memorandum of Understanding that you signed provides a hard cap on your reimbursements, to the extent that you are entitled to any, net of the diverted funds.**

On December 20, 2021, you signed a Memorandum of Understanding acknowledging and agreeing that “the total amount of funds due” to you and your entities “do not collectively exceed \$232,000.” You further agreed that “any invoices or requests for reimbursement submitted after January 5, 2022 will not and do not have to be paid.” The previous documentation you provided to me and my office, which fails to include almost any itemized expense following your authorized employment period, is seriously deficient and does not show that you are entitled to receive any reimbursements over and above the \$140,960.31 you diverted from the Estate. Furthermore, under the Memorandum of Understanding, you would be entitled to receive *at most* approximately \$92,000 in additional reimbursements after the setoff for the diverted funds – but only if you provide documentation sufficient to substantiate at least \$232,000 in reimbursements. To be clear, I am not suggesting that your production of documentation for the \$232,000 in reimbursements automatically entitles you to receive an additional \$92,000 in reimbursements, as your misconduct has created an issue about what other monies have been taken and what remedies the Estate possesses. In your letter dated February 17, 2022, you assert that you are owed \$400,000. Given the above, especially the Memorandum of Understanding which you signed, the Estate does not owe you \$400,000.

**5. Absent a specific order of the Court, I am not authorized to make any payments or reimbursements.**

Pursuant to Section 363(b) of the Bankruptcy Code, I may only use (i.e. disburse) property of the estate with an order of the Court. The crop proceeds constitute property of the Estate which I would need, under these circumstances, either consent by all creditors

February 25, 2022

Page 4

or a specific court order authorizing a payment to you. Not only were those proceeds property of the Estate, they were also cash collateral of Farm Credit West, FCLA (“FCW”). Section 363(c) further prohibits me from using or expending cash collateral without consent from the secured creditor or a specific court order. Unless you provide me with specific and definite documentation showing *actual payments and disbursements* made during my authorized farm operation period, I am unable to evaluate whether I should file a motion requesting authorization from the Court to make the payments you continually demand.

To that end, you must provide detailed documentation for all of the expense reimbursements you claim, including all invoices for vendors, all cancelled checks (front and back) related to any unpaid invoices, and all bank statements for Rabbit Ridge Wine Sales, Inc. and all other entities which you used to operate or pay any farming expenses, for the calendar year of 2021 through today’s date. Your excuse that you lost the login information for Wells Fargo and therefore cannot retrieve any bank statements defies logic. Even if you were unable to use the online services, you can go in-person to the bank branch to request the relevant statements. Second, for any requested reimbursement for employee payroll, you must provide proof of actual payroll disbursements (i.e. specific evidence that the laborers were actually paid) and, consistent with the farm management agreement, proof of compliance with applicable federal and state withholding obligations. Finally, the vast majority of the receipts you provided to me show that the expenses incurred pre-date my administration as the Chapter 7 Trustee, which began on June 15, 2021, and further pre-date my authorized period to farm the land pursuant to motion filed on August 9, 2021. Any claim for reimbursement pre-dating June 15, 2021 is a Chapter 11 administrative claim – and the Bankruptcy Code requires prior court approval before payment of a Chapter 11 administrative claim. Thus, even if you believed you were entitled to an offset for the \$140,000 you unilaterally misappropriated from the Estate, I have never received any documentation showing that you are entitled to a reimbursement in that amount, let alone \$400,000. I reserve all rights to exercise appropriate remedies under the Bankruptcy Code in the event that you fail to prove your reimbursements.

Finally, you have made representations to my office that I authorized you to receive a progress payment check. These representations are false. As you have categorically failed to prove your requested reimbursements, I have never authorized any payments to you due to your failure of proof. Furthermore, as explained here, the Bankruptcy Code requires a specific order of the Court before any payments can be made.

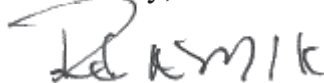
February 25, 2022  
Page 5

**6. You have no lien rights.**

In your communications to me, you threatened to file a producer's lien in the abstract, and subsequently threatened to file a regulatory complaint and "multiple market enforcement actions." However, you are not entitled to any such rights whatsoever, as nothing more than a narrow-scope agent of the Estate. If you choose to unilaterally file a lien against the Estate, I will file a motion with the Court to void such lien and subject you to appropriate sanctions. Furthermore, to the extent that you file any action outside of bankruptcy court, the federal courts have exclusive jurisdiction to determine issues regarding the administration of the bankruptcy estate, and any action filed outside of bankruptcy court is subject to immediate dismissal and possible federal sanctions, including a violation of the automatic stay of 11 U.S.C. § 362(a) and the doctrine first explained by the U.S. Supreme Court in *Barton v. Barbour*, 104 U.S. 126 (1886), which provides that parties "must obtain authorization from the bankruptcy court before initiating an action in another forum against certain officers appointed by the bankruptcy court for actions the officers have taken in their official capacities." *In re Yellowstone Mountain Club, LLC*, 841 F.3d 1090, 1094 (9th Cir. 2016).

Mr. Coddington, I placed my trust in you to assist with management of the valuable assets of the Estate, and relied heavily on your asserted expertise with crop cultivation to bring in the Fall 2021 harvest. It is increasingly apparent to me that this trust was unfortunately misplaced. Given the above, your request and demand for payment is denied.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Marshack", written over a horizontal line.

RICHARD A. MARSHACK  
Chapter 7 Trustee

**EXHIBIT 18**

**Attachments:** [Lee Codding\\_email&texts-2022.pdf](#)  
[LiveOakINVOICE-2021.pdf](#)

---

**From:** Wayne Cooper Ag Services <wcoop01@yahoo.com>  
**Sent:** Wednesday, March 16, 2022 5:27 PM  
**To:** Tinho Mang <tmang@marshackhays.com>; Richard Marshack  
<RMarshack@MarshackHays.com>  
**Cc:** Charity Doherty <charitydoherty@hotmail.com>  
**Subject:** Lee Codding situation

Mr. Mang,

I am writing in regards to a debt owed by Lee Codding to Wayne Cooper Ag Services. We (Wayne Cooper Ag Services) performed pump test services for Live Oak Vineyard requested by Lee Codding under the business name of Fluid Advisors.

Mr. Codding requested the pump efficiency tests for the wells at Live Oak Vineyard on a rush basis for a real estate deal. He told us that the Vineyard was in escrow and he needed the pump tests and the results quickly for the deal to close. The potential buyer was Riboli Wines and Anthony Riboli, who also had a representative present at the pump tests, Lee Alegre. There were also multiple other irrigators and vineyard employees present at the pump tests.

We performed 6 pump tests on site at Live Oak Vineyard. A pump test measures the efficiency of a well which includes measuring the standing water level and pumping water level of the well; the gallons per minute while the pump is running; the pressure the pump is running against; and the energy input into the well. Multiple calculations are performed with these measurements to find an efficiency of the well as it is running. Various other details of the well are recorded and put into the pump test software to create a complete report of the well for the customer. The wells are located across the vineyard in various locations, we use our own vehicle and equipment to complete the pump tests.

A pump test costs \$250 each to the customer, and we charged a rush fee of \$100 because Lee wanted the results the same day. These costs were quoted and agreed to before the pump tests were performed. We performed the pump tests, processed the reports, emailed the results to Lee Codding, Lee Alegre, and Mike (the Vineyard Mechanic) on 8/10/2021. We then emailed the invoice to Lee Codding who responded that he received the results and would "get this out to you," referring to payment.

We did not hear anything more from him, so texted to remind him about the invoice on 9/30/21. This is not terribly uncommon for customers who are emailed the invoice, sometimes they forget to forward to an accounting department, or just forget to print and send payment. I usually wait at least a month for payment before I send a reminder. In response to the 9/30/21 email, Lee said he would send it out, and so we waited. With no response, we sent another reminder on 10/21/21 by text and email. His email was returned as an incorrect email address. We then sent the invoice to the original email group and Anthony Riboli. Lee immediately had a miraculous restoration of his email and called to reassure us that he is having his accounting people cut a check. We called, emailed and texted Mr. Codding and on occasion, Erich Russell and Steven Jones, at least 10 more times between October and today. Each time we received a response of some form of "the check is on the way" or no response at all.

At one point, we contacted Anthony Riboli for any advice that he could give us on collecting from Lee

EXHIBIT 18

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Codding. He gave us the contact information for the Bankruptcy Trustee Mr. Marshack of Marshack-Hays. We are now contacting you for assistance, support, and advice on collecting this debt.

Our company has been in business for over 20 years, providing pump efficiency testing, water level measuring, and various other water resource management services to farmers, vintners, municipalities, and more all over California. We are a women owned and women run small business. We have NEVER had this issue with a customer in all of our years of business. It is unfortunate that Mr. Codding has now made us wary of our customers, and suspicious of real estate deals that we are asked to provide services for, so much that we now require a check at the time of service. It is unfortunate that one person can hire a small business to do a services, most likely having no intention to ever pay them, and then be able to continue on with running their business as usual. And we, the small business have to put in countless extra hours of research and work just to try and collect on the original debt that is owed.

I have attached all of the emails and texts we have exchanged with Lee Codding and other relevant people along with the original invoice that was sent to Lee Codding.

We truly appreciate any and all help that you can provide to Wayne Cooper Ag Services in collecting this debt from Lee Codding, Fluid Advisors, Live Oak Vineyard, Rabbit Ridge Winery, etc.

Thank you,

Debbie Cooper and Charity Doherty

**Wayne Cooper Ag Services, LLC**

[www.waynecooperagservices.com](http://www.waynecooperagservices.com)

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

Wayne Cooper Ag Services, llc  
7340 Atascadero Ave.  
Atascadero, CA 93422  
(805)466-6030 (805)235-5218  
wcoop01@yahoo.com



## Invoice

Number 1916

Date 8/10/2021

### Bill To

Lee Coddling  
Fluid Advisors  
179 Niblick, #406  
Paso Robles, CA, 93446

PO Number

Project

Date	Description	Quantity	Rate	Amount
8/10/2021	Electric Pump Test	6	\$250.00	\$1,500.00
	Pump Test Report Rush Fee	1	\$100.00	\$100.00

Live Oak Vineyard  
2380 Live Oak Way  
Paso Robles, CA 93446

Sub Total \$1,600.00

Total Due \$1,600.00

EXHIBIT 18

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Re: Pump Test Reports for Live Oak Vineyard

From: Lee Coddling (lecoddlingiv@icloud.com)

To: wcoop01@yahoo.com

Cc: mjjwelder@rocketmail.com; alegre.ag@charter.net

Date: Tuesday, August 10, 2021, 04:26 PM PDT

Hi Debbie,

Great meeting you and Charity too!  
Thank you!

We appreciate your time and expertise. Also the quick turnaround on write up!

Looking forward to further working together in future.

Best regards,  
Lee

Lee Coddling  
Managing Partner  
Fluid Advisors, LLC | Strategy for Wine  
952/220-8216 / lecoddlingiv@icloud.com

On Aug 10, 2021, at 3:50 PM, Wayne Cooper Ag Services <wcoop01@yahoo.com> wrote:

Lee,

It was great to meet you all today. The pump test reports are attached.

Please let me know if you have any questions about the pump test reports or the results.

Have a great week,

Debbie Cooper

**Wayne Cooper Ag Services, LLC**  
**www.waynecooperagservices.com**  
7340 Atascadero Ave.  
Atascadero, CA 93422  
(805) 235-5218 Office  
(805) 423-9144 Debbie - records  
(805) 235-5218 Charity - scheduling



Re: Pump Test Invoice

From: Lee Coddling (lecoddlingiv@icloud.com)  
To: wcoop01@yahoo.com  
Date: Tuesday, August 10, 2021, 04:34 PM PDT

Hi Debbie,

Thank you I'll get this out to you. Thanks again for your work and expertise!

Best,  
Lee

Lee Coddling  
Managing Partner  
Fluid Advisors, LLC | Strategy for Wine  
952/220-8216 / lecoddlingiv@icloud.com

On Aug 10, 2021, at 3:54 PM, Wayne Cooper Ag Services <wcoop01@yahoo.com> wrote:

Lee,

Attached is the invoice for the pump tests we did today.

Please let me know if you have any questions.

Thanks,

Debbie Cooper

**Wayne Cooper Ag Services, LLC**  
**[www.waynecooperagservices.com](http://www.waynecooperagservices.com)**  
7340 Atascadero Ave.  
Atascadero, CA 93422  
(805) 235-5218 Office  
(805) 423-9144 Debbie - records  
(805) 235-5218 Charity - scheduling



LiveOakINVOICE-2021.pdf  
283.6kB

Re: Lee A's email address?

From: Lee Coddling (lecoddlingiv@icloud.com)

To: wcoop01@yahoo.com

Date: Wednesday, August 11, 2021, 02:44 PM PDT

Hi Debbie,

I'll gladly send him.

For your reference, here is his email:

[alegreag@charter.net](mailto:alegreag@charter.net)

Best,  
Lee

Lee Coddling  
Managing Partner  
Fluid Advisors, LLC | Strategy for Wine  
952/220-8216 / lecoddlingiv@icloud.com

On Aug 11, 2021, at 2:39 PM, Wayne Cooper Ag Services <wcoop01@yahoo.com> wrote:

Lee,

I got Lee Alegre's email kicked back to me. I must have written it down incorrectly. If you happen to have it, can you please send it to me, or forward the pump test results to him?

Thanks!

Debbie Cooper

**Wayne Cooper Ag Services, LLC**  
**[www.waynecooperagservices.com](http://www.waynecooperagservices.com)**  
7340 Atascadero Ave.  
Atascadero, CA 93422  
(805) 235-5218 Office  
(805) 423-9144 Debbie - records  
(805) 235-5218 Charity - scheduling

Re: Pump Test Reports for Live Oak Vineyard

From: charity doherty (charitydoherty@hotmail.com)  
To: anthony@riboliwines.com; leecoddingiv@icloud.com  
Cc: wcoop01@yahoo.com  
Date: Thursday, October 21, 2021, 10:00 AM PDT

Good morning Anthony,  
We were instructed to send the invoice to Lee, but it seems that this email is no good and I have also texted Lee with no response.  
The invoice is still outstanding from the August pump tests.  
Can you advise where we should send the bill for the day of work?  
Thank you!  
-Charity

Get Outlook for iOS

---

**From:** Anthony Riboli <anthony@riboliwines.com>  
**Sent:** Wednesday, August 11, 2021 3:58:41 PM  
**To:** charity doherty <charitydoherty@hotmail.com>; Lee Codding <leecoddingiv@icloud.com>  
**Cc:** Wayne Cooper <wcoop01@yahoo.com>  
**Subject:** RE: Pump Test Reports for Live Oak Vineyard

Adding Lee Codding to the email chain. His email was incorrect.

**From:** Anthony Riboli  
**Sent:** Wednesday, August 11, 2021 3:54 PM  
**To:** charity doherty <charitydoherty@hotmail.com>; leecoddingiv@icloud.com  
**Cc:** Wayne Cooper <wcoop01@yahoo.com>  
**Subject:** RE: Pump Test Reports for Live Oak Vineyard

Thanks Charity. We'll be in touch.

**From:** charity doherty <charitydoherty@hotmail.com>  
**Sent:** Wednesday, August 11, 2021 3:02 PM  
**To:** Anthony Riboli <anthony@riboliwines.com>; leecoddingiv@icloud.com  
**Cc:** Wayne Cooper <wcoop01@yahoo.com>  
**Subject:** RE: Pump Test Reports for Live Oak Vineyard

Hello Anthony,

We do not usually suggest what kind of test should be done during the due diligence of real estate transactions, but we can offer various scenarios that may fit the needs of the situation.

August 31 or Sept 1 are the earliest available dates.

EXHIBIT 18

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If we run tests every 4 hours for 12 hours, the duration of the day will be, at the minimum, 14 hours. Of course, that is doable, it just makes for a very long day.

Check with Mike the current operator for common run times for each well.

He also may alert you to potential problems. He seems to be very honest and up front regarding well information.

You might check with Cleath for a recommendation.

We will try our best to accommodate whatever plan you come up with, just let us know what suits the situation best!

Charity

Charity Doherty

Wayne Cooper Ag Services

805/235-5218

[www.waynecooperagservices.com](http://www.waynecooperagservices.com)

**From:** [Wayne Cooper Ag Services](#)

**Sent:** Wednesday, August 11, 2021 1:20 PM

**To:** [Charity Doherty](#)

**Subject:** Fw: Pump Test Reports for Live Oak Vineyard

**Wayne Cooper Ag Services, LLC**

[www.waynecooperagservices.com](http://www.waynecooperagservices.com)

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

----- Forwarded Message -----

**From:** Anthony Riboli <[anthony@riboliwines.com](mailto:anthony@riboliwines.com)>

EXHIBIT 18

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To: [wcoop01@yahoo.com](mailto:wcoop01@yahoo.com) <[wcoop01@yahoo.com](mailto:wcoop01@yahoo.com)>  
Cc: Lee Coddling <[lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)>  
Sent: Wednesday, August 11, 2021, 11:54:23 AM PDT  
Subject: FW: Pump Test Reports for Live Oak Vineyard

Hi Charity/Debbie,

Thanks for the chat today. Let's regroup regarding a plan to do more extensive testing at the Live Oak Vineyard. I think we need to run tests every 4 hours for 12 hours.

Cleath-Harris hydrologists will be onsite tomorrow. They may also have some suggestions.

Best regards,

Anthony

---

From: Lee Coddling <[lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)>  
Sent: Tuesday, August 10, 2021 4:24 PM  
To: Anthony Riboli <[anthony@riboliwines.com](mailto:anthony@riboliwines.com)>  
Subject: Fwd: Pump Test Reports for Live Oak Vineyard

Anthony,

Wow. Quick results.

Lee Coddling  
Managing Partner  
Fluid Advisors, LLC | Strategy for Wine  
952/220-8216 / [lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)

Begin forwarded message:

From: Wayne Cooper Ag Services <[wcoop01@yahoo.com](mailto:wcoop01@yahoo.com)>  
Date: August 10, 2021 at 3:50:26 PM PDT  
To: [lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)  
Cc: [mjwelder@rocketmail.com](mailto:mjwelder@rocketmail.com), [alegre.ag@charter.net](mailto:alegre.ag@charter.net)  
Subject: Pump Test Reports for Live Oak Vineyard  
Reply-To: Wayne Cooper Ag Services <[wcoop01@yahoo.com](mailto:wcoop01@yahoo.com)>

Lee,

It was great to meet you all today. The pump test reports are attached.

Please let me know if you have any questions about the pump test reports or the results.

Have a great week,

Debbie Cooper

**Wayne Cooper Ag Services, LLC**

[www.waynecooperagservices.com](http://www.waynecooperagservices.com)

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

Re: Live Oak Pump Test Invoice

From: Wayne Cooper Ag Services (wcoop01@yahoo.com)

To: lecoddigiv@icloud.com

Date: Saturday, November 20, 2021, 11:34 AM PST

Lee,

We would be happy to get you on the schedule for more pump tests as soon as we get this invoice taken care of.

Payment by check is perfect. You can send to the address on the invoice.

Thanks,

Debbie Cooper

**Wayne Cooper Ag Services, LLC**

**www.waynecooperagservices.com**

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

On Tuesday, November 9, 2021, 06:39:36 AM PST, Lee Coddig <lecoddigiv@icloud.com> wrote:

Hi Debbie,

Thank you this is perfect. Can I have our controller pay by check from this?

Also, separate topic, can we please look at getting on your schedule to do these tests on three wells at San Marcos/Texas Rd.?

Best regards,  
Lee

Lee Coddig  
Managing Partner  
Fluid Advisors, LLC | Strategy for Wine  
952/220-8216 / lecoddigiv@icloud.com

On Nov 8, 2021, at 5:41 PM, Wayne Cooper Ag Services <wcoop01@yahoo.com> wrote:

Lee,

Attached is the invoice for the pump tests done at Live Oak Vineyard on 8/10/21.

Let me know if you would like me to send it by mail, or to another email address.

Please let me know if you have any questions about this invoice.

Thanks,

EXHIBIT 18

PAGE 311

Debbie Cooper

**Wayne Cooper Ag Services, LLC**

**[www.waynecooperagservices.com](http://www.waynecooperagservices.com)**

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

<LiveOakINVOICE-2021.pdf>



LiveOakINVOICE-2021.pdf  
283.6kB



RE: Pump tests

From: charity doherty (charitydoherty@hotmail.com)

To: lecoddigiv@icloud.com

Date: Tuesday, January 11, 2022, 06:49 PM PST

Thank you Lee.

We aren't used to having to be so far out for payment!

Yes, as soon as you can, take care of this and we'll get you on schedule for San Marcos.

Our calendar is filling up already. Each year I think will be slower than the last for work, but each year I am proven wrong!

Charity Doherty

Wayne Cooper Ag Services

805/235-5218

[www.waynecooperagservices.com](http://www.waynecooperagservices.com)

From: Lee Coddig

Sent: Monday, January 10, 2022 5:10 PM

To: Charity Doherty

Subject: Re: Pump tests

Hi Charity,

Understood!

This is earmarked for you. I'm waiting for cost recovery payments from farming (late and due to me) and will remit to you immediately.

To be clear, while I scheduled these tests originally to be helpful to we are not affiliated in any way with Riboli. The work you do for him shouldn't be contingent on anything you've done for me.

Additionally, I intend to try to get on your schedule for San Marcos and another when you're on the east side in short order. Understood our old invoice would have to be clear in order to perform that work.

Thank you for your patience in the meantime.

Best regards,

Lee

EXHIBIT 18

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On Jan 10, 2022, at 5:03 PM, charity doherty <charitydoherty@hotmail.com> wrote:

Hi Lee,

We would like to be paid for the pump tests we performed.

Anthony Riboli is asking to schedule a test.

Charity

Charity Doherty

Wayne Cooper Ag Services

805/235-5218

[www.waynecooperagservices.com](http://www.waynecooperagservices.com)

Re: Pump Test invoice for Wayne Cooper Ag Services

From: Wayne Cooper Ag Services (wcoop01@yahoo.com)

To: lecoddgiving@icloud.com

Cc: russells@rabbitridgewinery.com; steven.jones@philanthropywines.com; info@rabbitridgewinery.com

Date: Wednesday, January 12, 2022, 03:26 PM PST

Lee,

Thank you for your response and the phone call today. Charity and I are a team and any correspondence with her also gets to me. It has now been 5 months since this work was done, so it is definitely not settled and there has not ever been a plan communicated to us. We have been patient up to this point, but we do not want you to think that we have forgotten about this bill or are going to let it go away.

Please let me know what your plan is, how and when you plan to pay this debt, and the sooner the better.

Thanks,

Debbie Cooper

**Wayne Cooper Ag Services, LLC**

**www.waynecooperagservices.com**

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

On Tuesday, January 11, 2022, 05:55:15 PM PST, Lee Coddgiving <lecoddgiving@icloud.com> wrote:

Ms. Cooper,

Thank you for your email. I've been in constant contact with your colleague Ms. Doherty on this, in fact as recently as yesterday.

This is a concern and we have a plan to settle the bill. The circumstances are unique and we appreciate your patience. I'll call you at 9am tomorrow.

Best regards,

Lee

Lee Coddgiving

Managing Member

Fluid Wine Fund I, LLC

952/220-8216 / lecoddgiving@icloud.com

On Jan 11, 2022, at 5:29 PM, Wayne Cooper Ag Services <wcoop01@yahoo.com> wrote:

Mr. Russell, Mrs. Russell, Mr. Jones, and Mr. Coddgiving,

I am writing to try and collect on a debt that is owed to Wayne Cooper Ag Services. We performed 6 electric pump tests for Rabbit Ridge Winery and the company, Fluid Advisors on August 10, 2021. We also did this as a rush job to accommodate your need for the results as soon as possible.

EXHIBIT 18

PAGE 315

It has been more than 5 months now since this work was performed for your company and we have not received any payment, only a few correspondences from Mr. Coddling and promises to pay. We have attempted to contact and or collect at least 8 times over the last 5 months, with no results.

Like you, we are a family owned and operated company. We are in business to help farmers, vintners, municipalities and other businesses manage, conserve and sustain our precious resource of water. This is something that many of your websites also claim that you are committed to. We donate, volunteer, live, worship, raise our children and serve on the central coast where you also do business. It is heartbreaking that you claim to run humanitarian, philanthropic and charitable companies but have to do so on the backs of small, family owned companies that you hire to do services and then never pay, and apparently never had any intention of paying. This \$1600 bill is apparently not a big deal to you, but it is to us.

We have been in business for over 20 years. Right here, based in Atascadero, traveling up and down the state of California performing pump tests, measuring water levels and more. We have never had this situation, where a company, especially an established winery, has just refused to pay us for the work that we performed, or even taken 5 months to pay. I know that there are many many companies, holdings, and groups associated with all of you and your names. We will continue to send our invoice to any and all addresses and emails associated with all of these companies until we find the correct one that belongs to whomever is responsible and will pay this bill.

Please let me know if you have an email address, mailing address, phone number, PO Box, etc. for anyone else to send this invoice to that is responsible for payment. Rest assured, I will send it.

I have attached the invoice, in case you have not seen it yet by mail, email, or text previously.

Thank you for your attention to this matter.

Debbie Cooper

**Wayne Cooper Ag Services, LLC**

**[www.waynecooperagservices.com](http://www.waynecooperagservices.com)**

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

Re: Pump Test invoice for Wayne Cooper Ag Services

From: Wayne Cooper Ag Services (wcoop01@yahoo.com)

To: leccoddingiv@icloud.com

Cc: russells@rabbitridgewinery.com; steven.jones@philanthropywines.com; info@rabbitridgewinery.com

Date: Wednesday, January 12, 2022, 03:30 PM PST

Mr. Russell,

Thanks for you response.

Your name is listed as the owner and winemaker on many websites and articles related to Rabbit Ridge winery and Vineyards. I would hope that you would be concerned and responsive to anything that would tarnish the business and label that you worked so hard and long to create.

You might not be legally responsible for this debt, but we did this work for your company and it is unfortunate that you do not feel personally responsible for the debts that your company incurred.

I hope this can be resolved soon.

Debbie Cooper

**Wayne Cooper Ag Services, LLC**

**www.waynecooperagservices.com**

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

On Wednesday, January 12, 2022, 03:26:49 PM PST, Wayne Cooper Ag Services <wcoop01@yahoo.com> wrote:

Lee,

Thank you for your response and the phone call today. Charity and I are a team and any correspondence with her also gets to me. It has now been 5 months since this work was done, so it is definitely not settled and there has not ever been a plan communicated to us. We have been patient up to this point, but we do not want you to think that we have forgotten about this bill or are going to let it go away.

Please let me know what your plan is, how and when you plan to pay this debt, and the sooner the better.

Thanks,

Debbie Cooper

**Wayne Cooper Ag Services, LLC**

**www.waynecooperagservices.com**

7340 Atascadero Ave.

Atascadero, CA 93422

(805) 235-5218 Office

(805) 423-9144 Debbie - records

(805) 235-5218 Charity - scheduling

On Tuesday, January 11, 2022, 05:55:15 PM PST, Lee Codding <leccoddingiv@icloud.com> wrote:

EXHIBIT 18

PAGE 317

Ms. Cooper,

Thank you for your email. I've been in constant contact with your colleague Ms. Doherty on this, in fact as recently as yesterday.

This is a concern and we have a plan to settle the bill. The circumstances are unique and we appreciate your patience. I'll call you at 9am tomorrow.

Best regards,

Lee

Lee Codding  
Managing Member  
Fluid Wine Fund I, LLC  
952/220-8216 / lecoddingiv@icloud.com

On Jan 11, 2022, at 5:29 PM, Wayne Cooper Ag Services <wcoop01@yahoo.com> wrote:

Mr. Russell, Mrs. Russell, Mr. Jones, and Mr. Codding,

I am writing to try and collect on a debt that is owed to Wayne Cooper Ag Services. We performed 6 electric pump tests for Rabbit Ridge Winery and the company, Fluid Advisors on August 10, 2021. We also did this as a rush job to accommodate your need for the results as soon as possible.

It has been more than 5 months now since this work was performed for your company and we have not received any payment, only a few correspondences from Mr. Codding and promises to pay. We have attempted to contact and or collect at least 8 times over the last 5 months, with no results.

Like you, we are a family owned and operated company. We are in business to help farmers, vintners, municipalities and other businesses manage, conserve and sustain our precious resource of water. This is something that many of your websites also claim that you are committed to. We donate, volunteer, live, worship, raise our children and serve on the central coast where you also do business. It is heartbreaking that you claim to run humanitarian, philanthropic and charitable companies but have to do so on the backs of small, family owned companies that you hire to do services and then never pay, and apparently never had any intention of paying. This \$1600 bill is apparently not a big deal to you, but it is to us.

We have been in business for over 20 years. Right here, based in Atascadero, traveling up and down the state of California performing pump tests, measuring water levels and more. We have never had this situation, where a company, especially an established winery, has just refused to pay us for the work that we performed, or even taken 5 months to pay. I know that there are many many companies, holdings, and groups associated with all of you and your names. We will continue to send our invoice to any and all addresses and emails associated with all of these companies until we find the correct one that belongs to whomever is responsible and will pay this bill.

Please let me know if you have an email address, mailing address, phone number, PO Box, etc. for anyone else to send this invoice to that is responsible for payment. Rest assured, I will send it.

I have attached the invoice, in case you have not seen it yet by mail, email, or text previously.

Thank you for your attention to this matter.

Debbie Cooper

**Wayne Cooper Ag Services, LLC**  
**www.waynecooperagservices.com**  
7340 Atascadero Ave.  
Atascadero, CA 93422  
(805) 235-5218 Office

Lee Coddling

From: charity doherty (charitydoherty@hotmail.com)

To: wcoop01@yahoo.com

Date: Wednesday, March 9, 2022, 04:14 PM PST



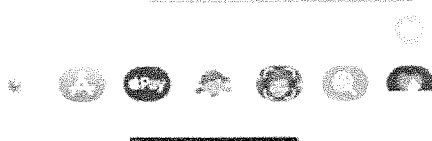
Lee Coddling email

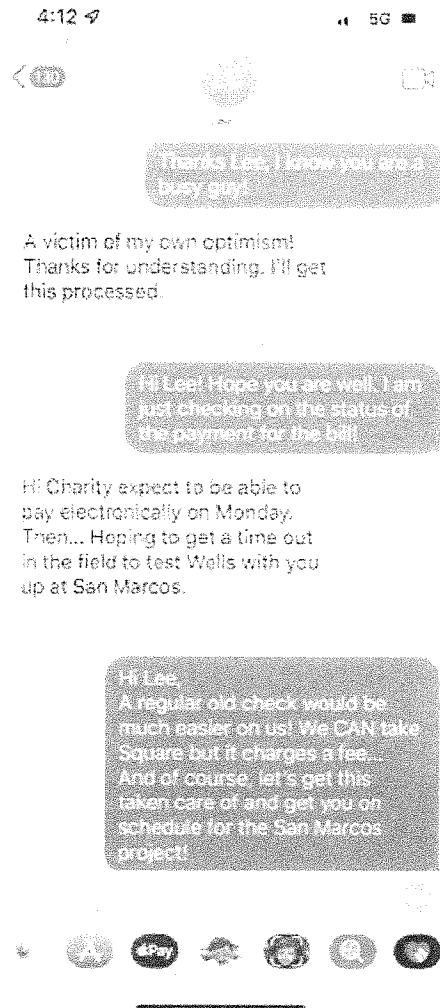
Hi Lee, this is Charity the pump

tester. Can you let me know  
where we should send the bill for  
all of those protests? Maybe we  
are sending them to the wrong  
place?

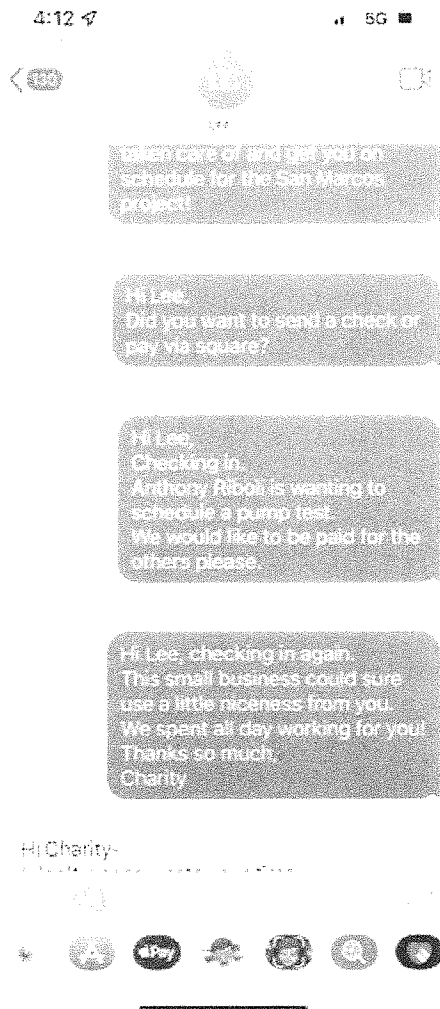
Hello again Lee!  
I realize I wrote protests, not  
PUMP TESTS! Lol  
I am checking in because the bill  
from the August 10th pump tests  
is still outstanding.  
Can you help please?  
-Charity

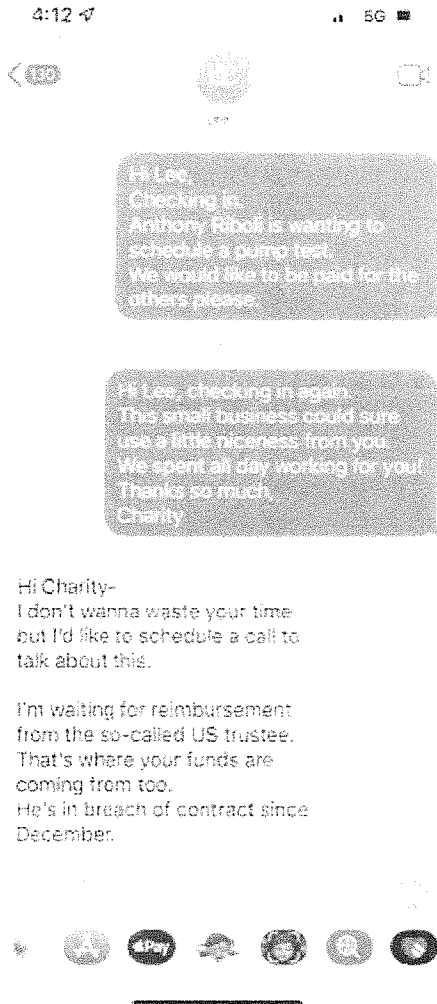
Oh I'm sorry! Yes I will get this  
processed. Thank you Charity '











Charity Doherty

## **EXHIBIT 19**

---

**From:** Trycel Alvarez-Pihl <Trycel@javwine.com>  
**Sent:** Thursday, March 17, 2022 4:01 PM  
**To:** Tinho Mang <tmang@marshackhays.com>; Jeff Kandarian <jeff@javwine.com>; Ljensley <ljensley@aol.com>  
**Cc:** Richard Marshack <RMarshack@MarshackHays.com>; Zephyr Peling <Zephyr@javwine.com>  
**Subject:** RE: John Anthony Wine Payment

This is for Rabbit Ridge 0.33 tons of Syrah and 2.71 tons of CS?

We sent checks in December, however I check and they have not been cashed. Please confirm to whom and where you would like the payments to go.

Thank you,

Trycel Alvarez-Pihl  
**Vice President of Finance**  
John Anthony Family of Wines  
c: 707.479.0928

[Trycel@JAVWine.com](mailto:Trycel@JAVWine.com)  
[JohnAnthonyFamilyofWines.com](http://JohnAnthonyFamilyofWines.com)

JaM Cellars | John Anthony Vineyards | Serial Wines | Weather Wines | Wishlist  
P.O. Box 120, Napa CA 94559

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---

**From:** Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)>  
**Sent:** Thursday, March 17, 2022 3:52 PM  
**To:** Jeff Kandarian <[jeff@javwine.com](mailto:jeff@javwine.com)>; Ljensley <[ljensley@aol.com](mailto:ljensley@aol.com)>  
**Cc:** Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>; Trycel Alvarez-Pihl <[Trycel@javwine.com](mailto:Trycel@javwine.com)>; Zephyr Peling <[Zephyr@javwine.com](mailto:Zephyr@javwine.com)>  
**Subject:** RE: John Anthony Wine Payment

We do not have any contract showing the correct price per ton of grapes, so we cannot generate an invoice. Our farm operator Lee Coddling has also failed to provide a copy of the purchase contract to us. Please provide us with the full contract (not just the addendum) so we can generate the invoice. Thank you sir.

Tinho

---

**From:** Jeff Kandarian <[jeff@javwine.com](mailto:jeff@javwine.com)>  
**Sent:** Thursday, March 17, 2022 3:32 PM

To: Ljensley <[ljensley@aol.com](mailto:ljensley@aol.com)>

Cc: Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>; Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)>; Trycel Alvarez-Pihl <[Trycel@javwine.com](mailto:Trycel@javwine.com)>; Zephyr Peling <[Zephyr@javwine.com](mailto:Zephyr@javwine.com)>

Subject: Re: John Anthony Wine Payment

My accounting team informed me they never received an invoice. They are now copied. Please reforward or provide invoice for the grapes in question.

Cheers,

Jeff Kandarian

**Executive Vice President Of Winemaking**

John Anthony Family of Wines

c: [541.520.3319](tel:541.520.3319)

[Jeff@JAVWine.com](mailto:Jeff@JAVWine.com)

[JohnAnthonyFamilyofWines.com](http://JohnAnthonyFamilyofWines.com)

JaM Cellars | John Anthony Vineyards | Serial Wines | Weather Wines | Wishlist

P.O. Box 120, Napa CA 94559

[CONNECT in](#) | [SHARE f](#) | [ENJOY >](#)

Sent from my iPhone

On Mar 17, 2022, at 9:48 AM, Ljensley <[ljensley@aol.com](mailto:ljensley@aol.com)> wrote:

Dear Jeff:

I am the agent for the trustee, Richard Marshack, and we have not yet received payment on the grapes you bought from Northern Holdings. When can we expect payment? It is overdue.

Thank you,

Lori Ensley

Agent for the Trustee

(909) 239-9875

## VINO TINTO CONSULTING

Office Phone: 1-909-391-1582 Cell Phone: 1-909-855-7235 CDFA License #: M17416  
E-Mail: [vinotintocons@aol.com](mailto:vinotintocons@aol.com) /536 N. Cucamonga Ontario, Calif. 91764

### WINE GRAPE PURCHASE AGREEMENT

This Agreement is made and entered into this 30th day of April, 2021. By and between Rabbit Ridge Wine Sales, Inc. 1172 San Marcos Road Paso Robles, California 93446, referred to herein as the "Seller" and John Anthony Vineyards, LLC PO Box 120 Napa, California 94559, herein referred to as the "Buyer".

#### THE GRAPES REFERRED TO IN THIS AGREEMENT ARE AS DESCRIBED BELOW:

AVA	DISTRICT	VARIETY	VINEYARD ADDRESS	RANCH	BLOCK/ACRES	TONS
Paso	Willow	Syrah	2380 Live Oak Road	Live Oak	F1-	3
Robles	Creek		Paso Robles, Cal. 93446		13 Top	

**1. PURCHASE QUANTITY:** Seller shall not be liable or obligated to supply grapes Buyer beyond the actual yields of the vineyard (s) described in this Agreement. The weight for payment of the grapes will be determined by a licensed winery weigh master on a certified scale. Actual tonnage delivered to the Buyer may vary from year to year given the variations of the yield in the vineyard described herein. The minimum acceptable tonnage per acre shall be 1.5 tons per acre and the maximum 3 tons to the acre. The Seller shall perform a minimum of one green drop prior to harvest. The term "Product of the Blocks" as it pertains to this Agreement shall mean all grapes produced by the Blocks.

**2. QUALITY/CHEMISTRY:** The minimum Brix acceptable to the Buyer shall be 24 Brix and the Maximum Brix level being 27 Brix with a target of 26 Brix at harvest. The determination of picking date shall be at the discretion of the Buyer with reasonable consideration to the Seller as to the overall quality of the crop at harvest.

**3. HARVEST AND DELIVERY:** The grapes shall be harvested by hand in the early morning hours into one half ton bins supplied by the Buyer. Said bins shall be delivered at the cost of the Buyer in a timely manner and in sufficient quantity to



transport the grapes described in this Agreement. The costs of arranging for and the harvest of the grapes shall be paid by the Seller. The cost of arranging for and the delivery of the grapes to the Buyers processing facility shall be paid by the Buyer. The Buyer shall inform the Seller in a timely manner of the type of transport in which the Buyer will make delivery of the grapes as well as any special equipment that may be required. Neither party shall cause unreasonable delay in the delivery of the grapes to the Buyers processing facility.

**4. TERM.** The term of this Agreement which shall commence on the date thereof, shall be for the grape crop year of 2021 (A 1 year Agreement). With a 1 year Evergreen Extension to be exercised by either party on or before the designated Date of Notice of March 15, 2022. Notice of Cancellation and or Proposal of Alterations to this Agreement by either party must be made in writing and received via U. S. Mail on or before the Date of Notice. If no notice is received by either party the Agreement shall continue on as written until such time. The first opportunity after March 15, 2022 to alter this Agreement shall be on or before March 15, 2023. With any changes taking affect for the crop year 2023.

**5. COMPLIANCE WITH LAWS:** Seller warrants that in compliance with any and all laws and regulations that all grapes under this contract, at the point of delivery to buyer, shall not be adulterated or misbranded within the meaning of any law including the Federal Food, Drug and Cosmetics Act as amended (21 U.S.C Section 301, et seq. - the "Act") nor will they be an article which may not, under the Provisions of Section 404 and 405 of the Act be introduced to Interstate commerce. Seller further warrants that grapes will not contain pesticide residue prohibited by or in excess of tolerances established by any state and/or federal regulatory authority and that the grapes shall meet all standards of the Act and the Sherman Food, Drug and Cosmetics Law, California Health and Safety Code, Section 26,000 et seq.

**6. QUALITY STANDARDS:** Buyer will accept for purchase from the seller only those grapes meeting the following minimum quality standards. All grapes, at the point of delivery to buyer, shall be sound, fully matured, ripe and in merchandisable condition with all containers, at the point of delivery to buyer, having less than 2% defects by weight and not more than 2% material other than grapes (MOG). At the time of delivery all grapes shall be in suitable condition for processing by the buyer. For the purpose of this agreement the term "Defects" shall include, but not be limited to, decomposition of decay induced by Fungi or Bacteria, damage caused by exposure to sub-freezing temperatures and breaks in grape skins not caused by mechanical

harvest. For the purpose of this agreement, materials other than grapes shall include, but not limited to, leaves, leaf stems, grape canes, trellis, or irrigation construction materials and any other non grape material.

**7. PRICE PER TON:** The purchase price for the Syrah wine grapes described above shall be \$4,000.00 per ton.

**8. PAYMENT TERMS:** Payment in full for the Syrah wine grapes described in this Agreement shall be made in two equal payments. The first payment within 30 days of harvest and the second on or about December 15 of the grape crop year in which the fruit was harvested. Seller to Invoice Buyer

**9. SALES COMMISSION TO VINO TINTO CONSULTING:** 3% of the gross value of the Agreement from the Seller. Vino Tinto Consulting to Invoice Seller.

**10. SELLERS WARRANTIES:** The Seller warrants that #1. The Seller is the sole owner of the grapes described in this agreement. #2. The Seller has the full right and authority to enter into this Agreement. #3. The Seller will deliver the Grapes described in this Agreement to the Buyer free of any and all crop mortgages, liens, security interests and other encumbrances except as notified in writing.

**11. LITIGATION OF DISAGREEMENTS:** In the event of a disagreement between the parties arising as a result of this Agreement. The parties reserve the right to seek relief in the Superior Court of the State of California, County of San Luis Obispo. Or upon the agreement of the parties, Binding Arbitration. A single Arbitrator, agreed upon by the parties, with sufficient knowledge of the wine grape and or wine industry shall be chosen to conduct the proceeding. The costs of which to be borne by the losing party.

**12. NOTICES:** All contacts regarding this agreement should be forwarded:

**If to Seller:**

Mr. Lee Coddington  
Rabbit Ridge Wine Sales, Inc.  
1172 San Marcos Road  
Paso Robles, California 93446  
Cell Phone: 1-925-220-8216  
E-Mail: leccoddington@icloud.com



**If to Buyer:**

Mr. Jeff Kandarian  
John Anthony Wines, LLC  
P. O. Box 120  
Napa, California 94559  
Cell Phone: 1-541-520-3319  
E-Mail: jeff@JAVwine.com

**AFTER CAREFULLY READING AND FULLY UNDERSTANDING THE AGREEMENT AS SET FORTH  
ABOVE. THE UNDERSIGNED PARTIES DO WITH OUR AUTHORIZED SIGNATURES BELOW DO  
HEREBY AGREE TO THE TERMS CONDITIONS AND SPIRIT OF THE GRAPE SALES  
AGREEMENT.**

**Agreed to by:**

For: Rabbit Ridge Wine Sales, Inc.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For: John Anthony Vineyards, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## VINO TINTO CONSULTING

Office Phone: 1-909-391-1582 Cell Phone: 1-909-855-7235 CDFA License #: M17416  
E-Mail: [vinotintocons@aol.com](mailto:vinotintocons@aol.com) /536 N. Cucamonga Ontario, Calif. 91764

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#### THE GRAPES REFERRED TO IN THIS AGREEMENT ARE AS DESCRIBED BELOW:

AVA	DISTRICT	VARIETY	VINEYARD ADDRESS	RANCH	BLOCK/ACRES	TONS
Paso Robles	Willow Creek	Cabernet Sauvignon	2380 Live Oak Road	Live Oak	F3-B2 2.90	3

**1. PURCHASE QUANTITY:** Seller shall not be liable or obligated to supply grapes Buyer beyond the actual yields of the vineyard (s) described in this Agreement. The weight for payment of the grapes will be determined by a licensed winery weigh master on a certified scale. Actual tonnage delivered to the Buyer may vary from year to year given the variations of the yield in the vineyard described herein. The minimum acceptable tonnage per acre shall be 1.5 tons per acre and the maximum 3 tons to the acre. The Seller shall perform a minimum of one green drop prior to harvest. The term "Product of the Blocks" as it pertains to this Agreement shall mean all grapes produced by the Blocks.

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**4. TERM.** The term of this Agreement which shall commence on the date thereof, shall be for the grape crop year of 2021 (A 1 year Agreement). With a 1 year Evergreen Extension to be exercised by either party on or before the designated Date of Notice of March 15, 2022. Notice of Cancellation and or Proposal of Alterations to this Agreement by either party must be made in writing and received via U. S. Mail on or before the Date of Notice. If no notice is received by either party the Agreement shall continue on as written until such time. The first opportunity after March 15, 2022 to alter this Agreement shall be on or before March 15, 2023. With any changes taking affect for the crop year 2023.

**5. COMPLIANCE WITH LAWS:** Seller warrants that in compliance with any and all laws and regulations that all grapes under this contract, at the point of delivery to buyer, shall not be adulterated or misbranded within the meaning of any law including the Federal Food, Drug and Cosmetics Act as amended (21 U.S.C Section 301, et seq. - the "Act") nor will they be an article which may not, under the Provisions of Section 404 and 405 of the Act be introduced to Interstate commerce. Seller further warrants that grapes will not contain pesticide residue prohibited by or in excess of tolerances established by any state and/or federal regulatory authority and that the grapes shall meet all standards of the Act and the Sherman Food, Drug and Cosmetics Law, California Health and Safety Code, Section 26,000 et seq.

**6. QUALITY STANDARDS:** Buyer will accept for purchase from the seller only those grapes meeting the following minimum quality standards. All grapes, at the point of delivery to buyer, shall be sound, fully matured, ripe and in merchandisable condition with all containers, at the point of delivery to buyer, having less than 2% defects by weight and not more than 2% material other than grapes (MOG). At the time of delivery all grapes shall be in suitable condition for processing by the buyer. For the purpose of this agreement the term "Defects" shall include, but not be limited to, decomposition of decay induced by Fungi or Bacteria, damage caused by exposure to sub-freezing temperatures and breaks in grape skins not caused by mechanical

harvest. For the purpose of this agreement, materials other than grapes shall include, but not limited to, leaves, leaf stems, grape canes, trellis, or irrigation construction materials and any other non grape material.

**7. PRICE PER TON:** The purchase price for the Cabernet Sauvignon wine grapes described above shall be \$4,000.00 per ton.

**8. PAYMENT TERMS:** Payment in full for the Cabernet Sauvignon wine grapes described in this Agreement shall be made in two equal payments. The first payment within 30 days of harvest and the second on or about December 15 of the grape crop year in which the fruit was harvested. Seller to Invoice Buyer

**9. SALES COMMISSION TO VINO TINTO CONSULTING:** 3% of the gross value of the Agreement from the Seller. Vino Tinto Consulting to Invoice Seller.

**10. SELLERS WARRANTIES:** The Seller warrants that #1. The Seller is the sole owner of the grapes described in this agreement. #2. The Seller has the full right and authority to enter into this Agreement. #3. The Seller will deliver the Grapes described in this Agreement to the Buyer free of any and all crop mortgages, liens, security interests and other encumbrances except as notified in writing.

**11. LITIGATION OF DISAGREEMENTS:** In the event of a disagreement between the parties arising as a result of this Agreement. The parties reserve the right to seek relief in the Superior Court of the State of California, County of San Luis Obispo. Or upon the agreement of the parties, Binding Arbitration. A single Arbitrator, agreed upon by the parties, with sufficient knowledge of the wine grape and or wine industry shall be chosen to conduct the proceeding. The costs of which to be borne by the losing party.

**12. NOTICES:** All contacts regarding this agreement should be forwarded:

**If to Seller:**

Mr. Lee Coddington  
Rabbit Ridge Wine Sales, Inc.  
1172 San Marcos Road  
Paso Robles, California 93446  
Cell Phone: 1-925-220-8216  
E-Mail: leccoddington@icloud.com



**If to Buyer:**

Mr. Jeff Kandarian  
John Anthony Wines, LLC  
P. O. Box 120  
Napa, California 94559  
Cell Phone: 1-541-520-3319  
E-Mail: jeff@JAVwine.com

**AFTER CAREFULLY READING AND FULLY UNDERSTANDING THE AGREEMENT AS SET FORTH  
ABOVE. THE UNDERSIGNED PARTIES DO WITH OUR AUTHORIZED SIGNATURES BELOW DO  
HEREBY AGREE TO THE TERMS CONDITIONS AND SPIRIT OF THE GRAPE SALES  
AGREEMENT.**

**Agreed to by:**

For: Rabbit Ridge Wine Sales, Inc.


Signature: 

Print Name: Lee Gidding

Title: GM

Date: 5/1/21

For: John Anthony Vineyards, LLC



Jeff Kandarian

winemaker

4/30/21

## **EXHIBIT 20**

**Subject:** FW: Northern Holding - Nevarez  
**Attachments:** Rabbit Ridge Account Summary With Payments.pdf

**From:** Juan Nevarez <[juan@nevarezfarmlabor.com](mailto:juan@nevarezfarmlabor.com)>  
**Sent:** Monday, March 28, 2022 4:47 PM  
**To:** Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>; Eufemia Nevarez <[eufemia@nevarezfarmlabor.com](mailto:eufemia@nevarezfarmlabor.com)>  
**Cc:** Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)>; Accounting <[accounting@nevarezfarmlabor.com](mailto:accounting@nevarezfarmlabor.com)>; Pam Kraus <[pkraus@marshackhays.com](mailto:pkraus@marshackhays.com)>  
**Subject:** RE: Northern Holding - Nevarez

Hello all good afternoon,

I have reviewed our accounting system and found an error in our Interest rate schedule. As pointed out by Mr. Mang The interest rate was being reflected as 12% on the monthly total rather than the appropriate 12% per annum. I have attached the breakdown to hopefully answer all of your questions regarding outstanding balances and type of services furnished. Please See Below. On another note we don't know who Mr Jones and Mr Coddington intend to sue. We were invited to join some legal resources they are currently engaging with. We are not interested in joining in with such actions. We are just interested in forwarding these invoices to the appropriate parties to get the balances paid.

Warm Regards  
Juan Nevarez  
805-835-5986

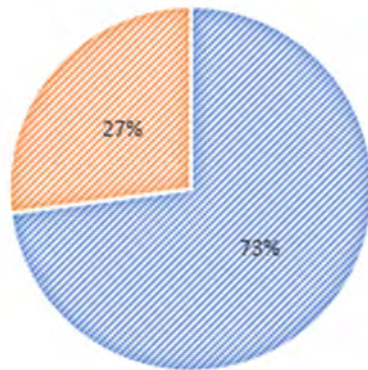
Invoice #	2217	2386	2422	2439	2438	2470
Invoice Amount	\$ 7,577.47	\$6,183.50	\$7,134.96	\$ 9,743.44	\$5,042.97	\$11,439.50
Annual Interest Rate	12%	12%	12%	12%	12%	12%
Compounding Periods Per Year	12	12	12	12	12	12
Past Due Period in Months	12.36	10.56	10.32	10.08	10.08	9.84
Interest Charges	\$991.65	\$ 685.10	\$ 771.61	\$ 1,027.95	\$ 532.04	\$ 1,176.72
Total Due	\$8,569.12	\$6,868.60	\$7,906.57	\$10,771.39	\$5,575.01	\$12,616.22
Category	Totals					
Invoice Ammount	\$ 56,803.97					
Interest Charges	\$6,155.55					
Total Due As Of 3/28/22	\$ 62,959.52					

Labor Analysis Charts

Property Location	Rabbit Ridge Live Oak	Rabbit Ridge San Marcos	Total Hours
Total Labor Hours	5373.5	1999	7372.5

## TOTAL LABOR HOURS

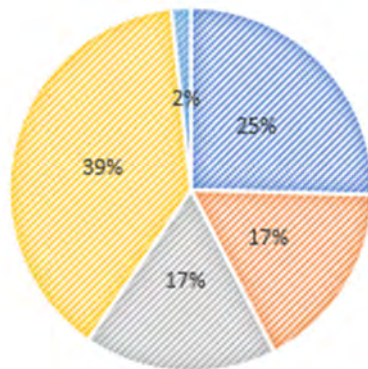
■ Rabbit Ridge Live Oak ■ Rabbit Ridge San Marcos



Pruning	1874
Tying	1256
Training Plants	1262
Shoot Thinning	2853.5
Trellis Wire Adjustment	127
Total Labor Hours	7372.5

## LABOR REPORT

■ Pruning ■ Tying ■ Training Plants ■ Shoot Thinning ■ Trellis Wire Adjustment ■



**From:** Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>

**Sent:** Monday, March 28, 2022 6:43 AM

**To:** Eufemia Nevarez <[eufemia@nevarezfarmlabor.com](mailto:eufemia@nevarezfarmlabor.com)>

**Cc:** Tinh Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)>; Accounting <[accounting@nevarezfarmlabor.com](mailto:accounting@nevarezfarmlabor.com)>; Pam Kraus <[pkraus@marshackhays.com](mailto:pkraus@marshackhays.com)>; Juan Nevarez <[juan@nevarezfarmlabor.com](mailto:juan@nevarezfarmlabor.com)>

**Subject:** Re: Northern Holding - Nevarez

Good morning and thank you for your e mail. I am the Bankruptcy Trustee assigned to the case.



I will meet with my attorney, Tinhon Mang, and figure out how to respond. We feel terrible that you were not paid. Have you been paid any sums of money?

What work were your employees doing at the winery? Were your employees doing any bottling? What percentage of the work was picking grapes?

Who was Steve Jones intending to sue?

I do not know if you understand the relationship with Lee Coddling and me. I hired his company to do several things including maintain the vines and pick the grapes. From the sales proceeds he would be reimbursed if and when we received a timely and full accounting required under the agreement.

I hope to analyze and resolve this soon. It is complicated because Northern is not responsible to pay your company. Our obligation to reimburse, if any, runs to Rabbit Ridge. We have substantial unresolved accounting issues with them.

Richard Marshack  
MARSHACK HAYS LLP  
870 Roosevelt  
Irvine, CA 92620  
Telephone: (949) 333-7777

(Sent from my iPad)

On Mar 27, 2022, at 11:26 PM, Eufemia Nevarez <[eufemia@nevarezfarmlabor.com](mailto:eufemia@nevarezfarmlabor.com)> wrote:

Hello Tinhon,

I apologize for the delay in getting back to you. I was out of the office for a funeral out of town.

I have attached the invoices and accompanying Grower Labor Reports (GLR) for each invoice. I have also attached an account summary and Past Due Balance Letter issued to Rabbit Ridge after 90 days with no payments.

We also have corresponding emails with Steven Jones and Lee Coddling. Our accounting department did most of the correspondence and I need to locate those emails. Most of the payments made on this account came from checks from Northern Holding LLC and a few from Rabbit Ridge Wine Sales. We have copies of those checks if you need them. Please let me know if you need anything else from us. The best address to send mail is 5880 N River Road Paso Robles, CA 93446.

This account created a financial burden to our company, and we were forced to tap into our credit lines to carry this balance. We delivered our services and held our end of the deal and when our invoices were delivered in a timely manner the invoices were ignored. After no payments were received for 90 days, we let Rabbit Ridge know of our intentions to collect the original invoice amount and notified them of our intentions to apply interest to the unpaid balance. Steven Jones accepted the terms and requested additional time to pay as he was working on getting funds released to pay our unpaid invoices. The last communication we had with Steven was him saying we (NFL) should join him in a lawsuit. We have not communicated with him since then and we do not wish to sue anyone at this time as all we would like is for this account to be paid in full.

*Eufemia Nevarez*

*5880 N River Road*  
*Paso Robles, CA 93446*  
*805-478-1416*

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**From:** Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)>  
**Sent:** Friday, March 25, 2022 3:09 PM  
**To:** Accounting <[accounting@nevarezfarmlabor.com](mailto:accounting@nevarezfarmlabor.com)>  
**Cc:** Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>; Pam Kraus <[pkraus@marshackhays.com](mailto:pkraus@marshackhays.com)>  
**Subject:** RE: Northern Holding - Nevarez

Hi Eufenia,

I am following up on this email from Wednesday. I need those invoices for the unpaid farm labor which you informed me were approximately \$70,000. The trustee is copied on this so please reply all when responding with the invoices.

Tinho

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**From:** Tinho Mang  
**Sent:** Wednesday, March 23, 2022 2:28 PM  
**To:** [accounting@nevarezfarmlabor.com](mailto:accounting@nevarezfarmlabor.com)  
**Cc:** Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>; Pam Kraus <[PKraus@marshackhays.com](mailto:PKraus@marshackhays.com)>  
**Subject:** RE: Northern Holding - Nevarez

Hi,

This is Tinho Mang, I got the voicemail about some possible unpaid invoices for Nevarez Farm Labor. Please forward these invoices to me as soon as you can and the trustee for Northern Holding (copied here) will review for payment.

Please also provide us with the best address with which to send legal papers to, in case there is a need for the trustee to obtain a court order to authorize the payment.

Tinho

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Working remotely.

Nevarez Farm Labor, Inc.  
Customer Account Inquiry

Account # 75  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446  
Phone:

Starting Date: 01/01/2021  
Ending Date: 03/28/2022

Date	Invoice #	Cust PO #	Inv Total	Amt Paid	Disc	Bal Due	Date	Check #	Age
01/15/2021	2058.00		6,704.44	6,704.44		0.00	01/21/2021	2016	6
01/22/2021	2098.00		6,416.40	6,416.40		0.00	02/22/2021	1307	31
01/29/2021	2099.00		5,721.12	5,721.12		0.00	02/08/2021	1304	10
02/04/2021	2141.00		5,403.28	5,403.28		0.00	03/02/2021	1308	26
02/11/2021	2142.00		6,098.56	6,098.56		0.00	03/09/2021	1312	26
02/18/2021	2155.00		5,989.30	5,989.30		0.00	03/16/2021	1314	26
02/25/2021	2163.00		6,754.10	6,754.10		0.00	03/23/2021	1313	26
03/04/2021	2196.00		8,354.95	8,354.95		0.00	03/30/2021	1315	26
03/11/2021	2199.00		13,650.00	13,650.00		0.00	04/06/2021	1317	26
03/18/2021	2217.00		7,577.47	0.00		7,577.47			375
03/25/2021	2255.00		10,712.72	10,712.72		0.00	05/06/2021	1305	42
04/01/2021	2294.00		5,286.49	5,286.49		0.00	04/11/2021	1318	10
05/06/2021	2368.00		5,500.55	5,500.55		0.00	05/31/2021	1325	25
05/12/2021	2386.00		6,183.50	0.00		6,183.50			320
05/13/2021	2387.00		2,518.06	2,518.06		0.00	07/26/2021	2157	74
05/18/2021	2422.00		7,134.96	0.00		7,134.96			314
05/20/2021	2403.00		3,921.63	3,921.63		0.00	07/02/2021	2158	43
05/26/2021	2439.00		9,743.44	0.00		9,743.44			306
05/27/2021	2438.00		5,042.97	0.00		5,042.97			305
06/03/2021	2470.00		11,439.50	0.00		11,439.50			298
06/09/2021	2471.00		9,682.13	0.00		9,682.13			292
03/28/2022	3247.00		6,155.55	0.00		6,155.55			0

Totals: 155,991.12 93,031.60 62,959.52

0 to 30	31 to 60	61 to 90	Over 90	Invoices Due:	62,959.52
6,155.55	0.00	0.00	56,803.97	Unapplied Credit:	0.00

Net Owed: 62,959.52

Number of Invoices Paid: 14  
Average Days to Pay: 28

**10.27.2021**

## **FIRST NOTICE: Past Due Balance**

**To: Rabbit Ridge**

**1172 San Marcos Rd  
Paso Robles, CA**

Our records indicate you have an outstanding balance of \$56,803.97, dating 06/09/21. I have attached a copy of the account summary and outstanding invoices.

**From: Nevarez Farm  
Labor**

**5880 N. River Rd  
Paso Robles, CA**

If you have any questions about these invoices or wish to contest this debt, please contact Eufemia Nevarez at 805-478-1416 or [Eufemia@nevarezfarmlabor.com](mailto:Eufemia@nevarezfarmlabor.com).

**CC:**

Otherwise, please remit the outstanding balance by {11/15/21} to avoid late fees and/or interest accruing on the balance. Due to the balance not being paid in a timely manner, a credit line has been issued under your account and the balance of your account accrues interest. Please pay the outstanding balance of \$56,803.97 to avoid the above-mentioned fees.

**Re: Past Due Balance**

If the past due balance is not paid in full prior to 11/15/21 an interest fee of 12% will be added to the balance and this interest will accrue every month the balance is not paid in full.

Thank you for your attention to this matter.

### **Nevarez Farm Labor**

**Tel: 805-478-1416**

5880 N River Road Paso  
Robles, CA, 93446

accounting@  
[nevarezfarmlabor.com](mailto:nevarezfarmlabor.com)



Nevarez Farm Labor, Inc.  
Customer Account Inquiry

Account # 75  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446  
Phone:

Date	Invoice #	Cust PO #	Inv Total	Amt Paid	Disc	Bal Due	Date	Check #	Age
01/15/2021	2058.00		6,704.44	6,704.44		0.00	01/21/2021	2016	6
01/22/2021	2098.00		6,416.40	6,416.40		0.00	02/22/2021	1307	31
01/29/2021	2099.00		5,721.12	5,721.12		0.00	02/08/2021	1304	10
02/04/2021	2141.00		5,403.28	5,403.28		0.00	03/02/2021	1308	26
02/11/2021	2142.00		6,098.56	6,098.56		0.00	03/09/2021	1312	26
02/18/2021	2155.00		5,989.30	5,989.30		0.00	03/16/2021	1314	26
02/25/2021	2163.00		6,754.10	6,754.10		0.00	03/23/2021	1313	26
03/04/2021	2196.00		8,354.95	8,354.95		0.00	03/30/2021	1315	26
03/11/2021	2199.00		13,650.00	13,650.00		0.00	04/06/2021	1317	26
03/18/2021	2217.00		7,577.47	0.00		7,577.47			374
03/25/2021	2255.00		10,712.72	10,712.72		0.00	05/06/2021	1305	42
04/01/2021	2294.00		5,286.49	5,286.49		0.00	04/11/2021	1318	10
05/06/2021	2368.00		5,500.55	5,500.55		0.00	05/31/2021	1325	25
05/12/2021	2386.00		6,183.50	0.00		6,183.50			319
05/13/2021	2387.00		2,518.06	2,518.06		0.00	07/26/2021	2157	74
05/20/2021	2403.00		3,921.63	3,921.63		0.00	07/02/2021	2158	43
05/18/2021	2422.00		7,134.96	0.00		7,134.96			313
05/27/2021	2438.00		5,042.97	0.00		5,042.97			304
05/26/2021	2439.00		9,743.44	0.00		9,743.44			305
06/03/2021	2470.00		11,439.50	0.00		11,439.50			297
06/09/2021	2471.00		9,682.13	0.00		9,682.13			291
11/16/2021	2927.00		6,816.48	0.00		6,816.48			131
12/16/2021	2990.00		7,634.45	0.00		7,634.45			101
01/16/2022	3050.00		8,550.58	0.00		8,550.58			70
02/16/2022	3108.00		9,576.66	0.00		9,576.66			39
03/16/2022	3228.00		10,725.86	0.00		10,725.86			11

Totals:

193,139.60 93,031.60 100,108.00

0 to 30 31 to 60  
10,725.86 9,576.66

61 to 90 Over 90  
8,550.58 71,254.90

Invoices Due: 100,108.00  
Unapplied Credit: 0.00

Net Owed: 100,108.00

Number of Invoices Paid: 14  
Average Days to Pay: 28

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 03/18/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Acct #	Employee Name	Crew #	Day	Description	Type	Hours	Pieces	Rate	Amount
5032	ROMERO, LEONEL	LR	08	PRUNING	Reg. Hrs	8.50		17.0000	144.50
5032	ROMERO, LEONEL	LR	09	PRUNING	Reg. Hrs	7.00		17.0000	119.00
5032	ROMERO, LEONEL	LR	13	PRUNING	Reg. Hrs	8.50		17.0000	144.50
5032	ROMERO, LEONEL	LR	14	PRUNING	Reg. Hrs	8.50		17.0000	144.50
17028	MURILLO, ALESSANDRA	LR	08	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17028	MURILLO, ALESSANDRA	LR	09	PRUNING	Reg. Hrs	7.00		14.5000	101.50
17028	MURILLO, ALESSANDRA	LR	14	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17103	PONCE CHAVEZ, JAVIER	LR	08	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17103	PONCE CHAVEZ, JAVIER	LR	09	PRUNING	Reg. Hrs	7.00		14.5000	101.50
17103	PONCE CHAVEZ, JAVIER	LR	13	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17111	TELLEZ SANTIAGO, ZENaida	LR	08	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17111	TELLEZ SANTIAGO, ZENaida	LR	09	PRUNING	Reg. Hrs	7.00		14.5000	101.50
17111	TELLEZ SANTIAGO, ZENaida	LR	13	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17111	TELLEZ SANTIAGO, ZENaida	LR	14	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17115	TELLEZ SANTIAGO, SALVADOR	LR	08	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17115	TELLEZ SANTIAGO, SALVADOR	LR	09	PRUNING	Reg. Hrs	7.00		14.5000	101.50
17115	TELLEZ SANTIAGO, SALVADOR	LR	13	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17115	TELLEZ SANTIAGO, SALVADOR	LR	14	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17364	HERNANDEZ CASTILLOS, BEATRI	LR	09	PRUNING	Reg. Hrs	7.00		14.5000	101.50
17364	HERNANDEZ CASTILLOS, BEATRI	LR	13	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17364	HERNANDEZ CASTILLOS, BEATRI	LR	14	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17387	NARANJO VELAZQUEZ, ESTEBAN	LR	08	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17387	NARANJO VELAZQUEZ, ESTEBAN	LR	09	PRUNING	Reg. Hrs	7.00		14.5000	101.50
17387	NARANJO VELAZQUEZ, ESTEBAN	LR	13	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17387	NARANJO VELAZQUEZ, ESTEBAN	LR	14	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17406	TELLES-SANTIAGO, GONZALO	LR	08	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17406	TELLES-SANTIAGO, GONZALO	LR	09	PRUNING	Reg. Hrs	7.00		14.5000	101.50
17406	TELLES-SANTIAGO, GONZALO	LR	13	PRUNING	Reg. Hrs	8.50		14.5000	123.25
17406	TELLES-SANTIAGO, GONZALO	LR	14	PRUNING	Reg. Hrs	8.50		14.5000	123.25
16632	LEONARDO GALVEZ, JAVIER	AL	08	PRUNING	Reg. Hrs	8.00		15.0000	120.00
16632	LEONARDO GALVEZ, JAVIER	AL	14	PRUNING	Reg. Hrs	8.50		15.0000	127.50
17003	LEONARDO GALVEZ, RAUL	AL	08	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17003	LEONARDO GALVEZ, RAUL	AL	13	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17004	ORTIZ GALVEZ, LAURA	AL	08	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17026	AMADO LEON, PAULINO	AL	08	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17026	AMADO LEON, PAULINO	AL	13	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17034	LEONARDO GALVEZ, ADOLFO	AL	08	PRUNING	Reg. Hrs	8.00		16.0000	128.00
17034	LEONARDO GALVEZ, ADOLFO	AL	13	PRUNING	Reg. Hrs	8.50		16.0000	136.00
17034	LEONARDO GALVEZ, ADOLFO	AL	14	PRUNING	Sick Pay	8.00		16.0000	128.00
17042	ALBINO DE JESUS, ARELIANO	AL	08	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17141	ORTIZ GALVEZ, MAXIMILIANO	AL	08	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17373	ROJAS AMADO, MAURILIO	AL	08	PRUNING	Reg. Hrs	5.00		15.0000	75.00
17373	ROJAS AMADO, MAURILIO	AL	14	PRUNING	Reg. Hrs	8.50		15.0000	127.50
17401	MARTINEZ MATEO, JAVIER	AL	08	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17401	MARTINEZ MATEO, JAVIER	AL	13	PRUNING	Reg. Hrs	8.00		15.0000	120.00
17401	MARTINEZ MATEO, JAVIER	AL	14	PRUNING	Reg. Hrs	8.50		15.0000	127.50
Total for Crop ID RABLive Rabbit Ridge Live oak						369.50			5,531.00

Gross Wages, This Report:

361.50

5,531.00

8.00 Sick Pay Hours

Employee information for the week ending 03/14/2021:

Employee Name/Address	S.S. #/Acct #	Hours	Pieces	Report Wages	Gross Wages	SDI	FICA Medicare	Fed Wht St Wht	Other	Net Check	Check #
ALBINO DE JESUS, ARELIANO 724 23RD STREET UNIT B PASO ROBLES, CA 93446	XXX-XX-1872 17042	8.00	0	120.00	247.50	2.97	15.35 3.59	0.00 0.00	0.00	225.59	174116
AMADO LEON, PAULINO 3025 VINE ST	XXX-XX-9797 17026	16.00	0	240.00	360.00	4.32	22.32 5.22	0.00 0.00	0.00	328.14	174114

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 03/18/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

PASO ROBLES, CA 93446												
HERNANDEZ CASTILLOS, BEATRIZ	XXX-XX-1472	24.00	0	348.00	348.00	4.18	21.58	0.00	0.00	317.19	174082	
5815 VISTA SERRANO	17364						5.05	0.00				
PASO ROBLES, CA 93446												
LEONARDO GALVEZ, ADOLFO	XXX-XX-2159	16.50	0	392.00	528.00	6.34	32.74	0.00	0.00	481.26	174115	
1339 STONEY CREEK ROAD	17034						7.66	0.00				
PASO ROBLES, CA 93446												
LEONARDO GALVEZ, JAVIER	XXX-XX-0654	16.50	0	247.50	375.00	4.50	23.25	0.00	0.00	341.81	174111	
151 FEIN AVE #B	16632						5.44	0.00				
PASO ROBLES, CA 93446												
LEONARDO GALVEZ, RAUL	XXX-XX-6182	16.00	0	240.00	367.50	4.41	22.78	0.00	0.00	334.98	174112	
515 FEIN AVE #B	17003						5.33	0.00				
PASO ROBLES, CA 93446												
MARTINEZ MATEO, JAVIER	XXX-XX-8326	24.50	0	367.50	367.50	4.41	22.79	0.00	0.00	334.97	174119	
1213 CORRAL CREEK AVENUE APT#	17401						5.33	0.00				
PASO ROBLES, CA 93446												
MURILLO, ALESSANDRA	XXX-XX-7549	24.00	0	348.00	348.00	4.17	21.58	0.00	0.00	317.20	174078	
346 12TH ST #B	17028						5.05	0.00				
SAN MIGUEL, CA 93451												
NARANJO VELAZQUEZ, ESTEBAN	XXX-XX-7804	32.50	0	471.25	471.25	5.66	29.22	0.00	0.00	429.53	174083	
1355 MISSION ST	17387						6.84	0.00				
SAN MIGUEL, CA 93451												
ORTIZ GALVEZ, LAURA	XXX-XX-8773	8.00	0	120.00	120.00	1.44	7.44	0.00	0.00	109.38	174113	
515 FEIN AVE #B	17004						1.74	0.00				
PASO ROBLES, CA 93446												
ORTIZ GALVEZ, MAXIMILIANO	XXX-XX-3244	8.00	0	120.00	240.00	2.88	14.88	0.00	0.00	218.76	174117	
3520 SPRING STREET APT# 202	17141						3.48	0.00				
PASO ROBLES, CA 93446												
PONCE CHAVEZ, JAVIER	XXX-XX-5893	24.00	0	348.00	348.00	4.17	21.58	0.00	0.00	317.21	174079	
1530 N STREET	17103						5.04	0.00				
SAN MIGUEL, CA 93451												
ROJAS AMADO, MAURILIO	XXX-XX-8585	13.50	0	202.50	330.00	3.96	20.46	0.00	0.00	300.79	174118	
121 OAK STREET	17373						4.79	0.00				
PASO ROBLES, CA 93446												
ROMERO, LEONEL	XXX-XX-7641	32.50	0	552.50	552.50	6.63	34.25	0.00	0.00	503.61	174077	
PO BOX 750												
	5032						8.01	0.00				
SAN MIGUEL, CA 93451												
TELLES-SANTIAGO, GONZALO	XXX-XX-4977	32.50	0	471.25	471.25	5.65	29.22	0.00	0.00	429.55	174084	
1220 L STREET	17406						6.83	0.00				
SAN MIGUEL, CA 93451												
TELLEZ SANTIAGO, ZENAIDA	XXX-XX-4722	32.50	0	471.25	471.25	5.66	29.22	0.00	0.00	429.54	174080	
3200 SPRING ST APT 25	17111						6.83	0.00				
PASO ROBLES, CA 93446												
TELLEZ SANTIAGO, SALVADOR	XXX-XX-4735	32.50	0	471.25	471.25	5.66	29.22	0.00	0.00	429.53	174081	
3200 SPRING STREET #24	17115						6.84	0.00				
PASO ROBLES, CA 93446												
Totals:		361.50	0	5,531.00	6,417.00	77.01	397.88 93.07	0.00 0.00	0.00	5,849.04		

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

03/08/2021 to 03/14/2021

**Invoice #:** 2217  
**Invoice Date:** 03/18/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
AURELIANO ALBINO D	8.00	Hrs	15.00	120.00
PAULINO AMADO LEON	16.00	Hrs	15.00	240.00
BEATRIZ HERNANDEZ CASTILLOS	24.00	Hrs	14.50	348.00
ADOLFO LEONARDO GALVEZ	16.50	Hrs	16.00	264.00
ADOLFO LEONARDO GALVEZ	8.00	SP	16.00	128.00
JAVIER LEONARDO GALVEZ	16.50	Hrs	15.00	247.50
RAUL LEONARDO GALVEZ	16.00	Hrs	15.00	240.00
JAVIER MARTINEZ MATEO	24.50	Hrs	15.00	367.50
ALESSANDRA MURILLO	24.00	Hrs	14.50	348.00
ESTEBAN NARANJO VELAZQUEZ	32.50	Hrs	14.50	471.25
LAURA ORTIZ GALVEZ	8.00	Hrs	15.00	120.00
MAXIMILIANO ORTIZ GALVEZ	8.00	Hrs	15.00	120.00
JAVIER PONCE CHAVEZ	24.00	Hrs	14.50	348.00
MAURILIO ROJAS AMADO	13.50	Hrs	15.00	202.50
LEONEL ROMERO	32.50	Hrs	17.00	552.50
GONZALO TELLES-SANTIAGO	32.50	Hrs	14.50	471.25
ZENAIDA TELLEZ SANTIAGO	32.50	Hrs	14.50	471.25
SALVADOR TELLEZ SANTIAGO	32.50	Hrs	14.50	471.25
Labor Subtotal	361.50	Hrs		5,531.00
	8.00	SP		
LABOR FEE	37.00%			2,046.47

Invoice Total: \$7,577.47

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446



**Invoice**

Page #: 2



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

03/08/2021 to 03/14/2021

**Invoice #:** 2217  
**Invoice Date:** 03/18/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
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**Totals:**  
Other 7,577.47

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/12/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Acct #	Employee Name	Crew #	Day	Description	Type	Hours	Pieces	Rate	Amount
16131	DELFINO SANCHEZ, MARCELO	MD	09	Shoot Thinning	Reg. Hrs	8.50		17.0000	144.50
15704	REYES SILVA, ANDRES	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16600	MERINO CAVERO, OLEGARIO	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17461	SANTIAGO GARCIA, ALEJANDRA	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17462	VILLANUEVA, MOISES DE JESUS	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17460	VILLANUEVA, ARTEMIO DE JESUS	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17127	VILLANUEVA, VENANCIO DE JESU	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16294	MENDOZA PEREZ, TRANQUILINO	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16295	MENDOZA JIMENEZ, ROCIO	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17458	PACHECO, ANDRES LUCAS	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17459	GONZALEZ CRECENSIO, RUFINO	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16032	SANTIAGO CRUZ, JUAN	MD	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
Total for Crop ID RABBIT RABBIT RIDGE VINEYARD						102.00			1,547.00
17446	LOPEZ GARCIA, HELIODORO	HE	08	Shoot Thinning	Reg. Hrs	8.50		17.0000	144.50
17446	LOPEZ GARCIA, HELIODORO	HE	09	Shoot Thinning	Reg. Hrs	8.50		17.0000	144.50
17447	VASQUEZ OLEA, RICARDO	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17453	PENIAFORT HILARIO, SAMUEL	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17453	PENIAFORT HILARIO, SAMUEL	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17454	MIGUEL LOPEZ, MODESTA	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17454	MIGUEL LOPEZ, MODESTA	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17455	PINZON PENIAFORT, ALONSO	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17455	PINZON PENIAFORT, ALONSO	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17448	LOPEZ CUELLAR, ISMAEL	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17448	LOPEZ CUELLAR, ISMAEL	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17451	LOPEZ CUELLAR, MARCELINO	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17451	LOPEZ CUELLAR, MARCELINO	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17457	LOPEZ GARCIA, DOMINICA	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17457	LOPEZ GARCIA, DOMINICA	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17456	LOPEZ GARCIA, ZENaida	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17456	LOPEZ GARCIA, ZENaida	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17449	LOPEZ GARCIA, HERMENEGILDO	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17449	LOPEZ GARCIA, HERMENEGILDO	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17450	LOPEZ GARCIA, JUVENTINO	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17450	LOPEZ GARCIA, JUVENTINO	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17452	GERVACIO GONZALEZ, ANTONIN	HE	08	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17452	GERVACIO GONZALEZ, ANTONIN	HE	09	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
Total for Crop ID RABLIVE Rabbit Ridge Live oak						195.50			2,966.50
Gross Wages, This Report:						297.50			4,513.50

Employee information for the week ending 05/09/2021:

Employee Name/Address	S.S. #/Acct #	Hours	Pieces	Report Wages	Gross Wages	SDI	FICA Medicare	Fed Wht St Wht	Other	Net Check	Check #
VILLANUEVA, VENANCIO DE JESUS PO BOX 949 SAN MIGUEL, CA 93451	XXX-XX-4286 17127	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175466
DELFINO SANCHEZ, MARCELO 101 RIVER DRIVE SPC#75 KING CITY, CA 93930	XXX-XX-8734 16131	8.50	0	144.50	144.50	1.73	8.96 2.09	0.00 0.00	0.00	131.72	175460
GERVACIO GONZALEZ, ANTONINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-0242 17452	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175459
GONZALEZ CRECENSIO, RUFINO 1063 L STREET SAN MIGUEL, CA 93451	XXX-XX-2855 17459	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175470
LOPEZ GARCIA, DOMINICA 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-7870 17457	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175455

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/12/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

LOPEZ GARCIA, HELIODORO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-6792 17446	17.00	0	289.00	289.00	3.47	17.92 4.19	0.00 0.00	0.00	263.42	175448
LOPEZ GARCIA, HERMENEGILDO 1208 CORRAL CREEK APT# 7 PASO ROBLES, CA 93446	XXX-XX-0304 17449	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175457
LOPEZ CUELLAR, ISMAEL 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-5853 17448	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175453
LOPEZ GARCIA, JUVENTINO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-1820 17450	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175458
LOPEZ CUELLAR, MARCELINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-2089 17451	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175454
LOPEZ GARCIA, ZENaida 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-8683 17456	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175456
MENDOZA JIMENEZ, ROCIO 322 COLLINS STREET APT#1 KING CITY, CA 93930	XXX-XX-7847 16295	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175468
MERINO CAVERO, OLEGARIO 207 NORTH THIRD STREET KING CITY, CA 93930	XXX-XX-5101 16600	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175462
MIGUEL LOPEZ, MODESTA 1222 CORAL CREEK APT#6 PASO ROBLES, CA 93446	XXX-XX-0535 17454	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175451
PACHECO, ANDRES LUCAS 1116 L STREET PASO ROBLES, CA 93446	XXX-XX-0126 17458	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175469
PENIAFORT HILARIO, SAMUEL 1222 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-4127 17453	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175450
MENDOZA PEREZ, TRANQUILINO PO BOX 1051 KING CITY, CA 93930	XXX-XX-1127 16294	8.50	0	127.50	127.50	1.53	7.90 1.85	0.00 0.00	0.00	116.22	175467
PINZON PENIAFORT, ALONSO 1222 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-7643 17455	17.00	0	255.00	255.00	3.06	15.81 3.70	0.00 0.00	0.00	232.43	175452
SANTIAGO GARCIA, ALEJANDRA 1077 L STREET SAN MIGUEL, CA 93451	XXX-XX-9631 17461	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175463
SANTIAGO CRUZ, JUAN 324 2ND STREET KING CITY, CA 93930	XXX-XX-5761 16032	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175471
REYES SILVA, ANDRES PO BOX 378 KING CITY, CA 93930	XXX-XX-4321 15704	8.50	0	127.50	127.50	1.53	7.90 1.85	0.00 0.00	0.00	116.22	175461
VASQUEZ OLEA, RICARDO 727 N TRIGO LANE PASO ROBLES, CA 93446	XXX-XX-0268 17447	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175449
VILLANUEVA, ARTEMIO DE JESUS 1077 L STREET SAN MIGUEL, CA 93451	XXX-XX-2328 17460	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175465
VILLANUEVA, MOISES DE JESUS 1077 L STREET SAN MIGUEL, CA 93451	XXX-XX-0424 17462	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175464
Totals:		297.50	0	4,513.50	4,513.50	54.16	279.88 65.48	0.00 0.00	0.00	4,113.98	

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/03/2021 to 05/09/2021

**Invoice #:** 2386  
**Invoice Date:** 05/12/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
VENANCIO DE JESUS VILLANUEVA	8.50	Hrs	15.00	127.50
MARCELO DELFINO SANCHEZ	8.50	Hrs	17.00	144.50
ANTONINO GERVACIO GONZALEZ	17.00	Hrs	15.00	255.00
RUFINO GONZALEZ CRECENSIO	8.50	Hrs	15.00	127.50
DOMINICA LOPEZ GARCIA	17.00	Hrs	15.00	255.00
HELIODORO LOPEZ GARCIA	17.00	Hrs	17.00	289.00
HERMENEGILDO LOPEZ GARCIA	17.00	Hrs	15.00	255.00
ISMAEL LOPEZ CUELLAR	17.00	Hrs	15.00	255.00
JUVENTINO LOPEZ GARCIA	17.00	Hrs	15.00	255.00
MARCELINO LOPEZ CUELLAR	17.00	Hrs	15.00	255.00
ZENAIDA LOPEZ GARCIA	17.00	Hrs	15.00	255.00
ROCIO MENDOZA JIMENEZ	8.50	Hrs	15.00	127.50
OLEGARIO MERINO CAVERO	8.50	Hrs	15.00	127.50
MODESTA MIGUEL LOPEZ	17.00	Hrs	15.00	255.00
ANDRES LUCAS PACHECO	8.50	Hrs	15.00	127.50
SAMUEL PENIAFORT HILARIO	17.00	Hrs	15.00	255.00
TRANQUILINO MENDOZA PEREZ	8.50	Hrs	15.00	127.50
ALONSO PINZON PENIAFORT	17.00	Hrs	15.00	255.00
ALEJANDRA SANTIAGO GARCIA	8.50	Hrs	15.00	127.50
JUAN SANTIAGO CRUZ	8.50	Hrs	15.00	127.50
ANDRES REYES SILVA	8.50	Hrs	15.00	127.50
RICARDO VASQUEZ OLEA	8.50	Hrs	15.00	127.50
ARTEMIO DE JESUS VILLANUEVA	8.50	Hrs	15.00	127.50
MOISES DE JESUS VILLANUEVA	8.50	Hrs	15.00	127.50
Labor Subtotal	297.50	Hrs		4,513.50

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**

Page #: 2



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/03/2021 to 05/09/2021

**Invoice #:** 2386  
**Invoice Date:** 05/12/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
LABOR FEE		37.00%		1,670.00
Invoice Total:				<u>\$6,183.50</u>
<b>Totals:</b>				
Other				6,183.50

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/18/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Acct #	Employee Name	Crew #	Day	Description	Type	Hours	Pieces	Rate	Amount
16468	GERVACIO SANTIAGO, SEVERIAN	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
16468	GERVACIO SANTIAGO, SEVERIAN	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
16468	GERVACIO SANTIAGO, SEVERIAN	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17409	MAYA ALEJANDRO, MISAEL	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17409	MAYA ALEJANDRO, MISAEL	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17409	MAYA ALEJANDRO, MISAEL	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17412	SANTIAGO CASTILLO, RAFAELA	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17412	SANTIAGO CASTILLO, RAFAELA	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17412	SANTIAGO CASTILLO, RAFAELA	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17413	MAYA ALEJANDRO, RODOLFO	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17413	MAYA ALEJANDRO, RODOLFO	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17413	MAYA ALEJANDRO, RODOLFO	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17446	LOPEZ GARCIA, HELIODORO	HE	13	Shoot Thinning	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	14	Shoot Thinning	Reg. Hrs	4.00		17.0000	68.00
17447	VASQUEZ OLEA, RICARDO	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17449	LOPEZ GARCIA, HERMENEGILDO	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17450	LOPEZ GARCIA, JUVENTINO	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17451	LOPEZ CUELLAR, MARCELINO	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17452	GERVACIO GONZALEZ, ANTONIN	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17453	PENIAFORT HILARIO, SAMUEL	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17456	LOPEZ GARCIA, ZENAIDA	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17482	GERVACIO ORTEGA, HECTOR	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17482	GERVACIO ORTEGA, HECTOR	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17482	GERVACIO ORTEGA, HECTOR	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17483	BONIFACIO SANTIAGO, NIEVE	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17483	BONIFACIO SANTIAGO, NIEVE	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17485	GERVACIO LOPEZ, SEBASTIAN	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17485	GERVACIO LOPEZ, SEBASTIAN	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17485	GERVACIO LOPEZ, SEBASTIAN	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17486	LOPEZ FLORES, SUSANA	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17486	LOPEZ FLORES, SUSANA	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17486	LOPEZ FLORES, SUSANA	HE	14	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	12	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	13	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17488	LOPEZ, LUIS	HE	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
15704	REYES SILVA, ANDRES	MD	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16032	SANTIAGO CRUZ, JUAN	MD	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16131	DELFINO SANCHEZ, MARCELO	MD	16	Shoot Thinning	Reg. Hrs	8.50		17.0000	144.50
16294	MENDOZA PEREZ, TRANQUILINO	MD	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16295	MENDOZA JIMENEZ, ROCIO	MD	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
16401	JIMENEZ LOPEZ, JERONIMO	MD	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50
17383	PAULINO DIAZ, ALEJANDRA	MD	16	Shoot Thinning	Reg. Hrs	8.50		15.0000	127.50

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/18/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

17490	LOPEZ ENCARNACION, ELIZABET	MD	16	Shoot Thinning	Reg. Hrs	8.50	15.0000	127.50
17491	CAMPOS MELO, HELADIA	MD	16	Shoot Thinning	Reg. Hrs	8.50	15.0000	127.50
17492	PEREZ VASQUEZ, RAMIRO	MD	16	Shoot Thinning	Reg. Hrs	8.50	15.0000	127.50
17382	GUZMAN, MAURILIO DE LA CRUZ	MD	16	Shoot Thinning	Reg. Hrs	8.50	15.0000	127.50
Total for Crop ID RABLIVE Rabbit Ridge Live oak						345.00		5,208.00

Gross Wages, This Report:

345.00

5,208.00

Employee information for the week ending 05/16/2021:

Employee Name/Address	S.S. #/Acct #	Hours	Pieces	Report Wages	Gross Wages	SDI	FICA Medicare	Fed Wht St Wht	Other	Net Check	Check #
BONIFACIO SANTIAGO, NIEVE 1012 CORRAL CREEK AVENUE APT# 17483 PASO ROBLES, CA 93446	XXX-XX-4336	8.00	0	120.00	120.00	1.44	7.44 1.74	0.00 0.00	0.00	109.38	175694
CAMPOS MELO, HELADIA 532 CALLE DE LEON APT#4 GREENFIELD, CA 93927	XXX-XX-0077 17491	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175710
DELFINO SANCHEZ, MARCELO 101 RIVER DRIVE SPC#75 KING CITY, CA 93930	XXX-XX-8734 16131	8.50	0	144.50	144.50	1.73	8.95 2.10	0.00 0.00	0.00	131.72	175703
GERVACIO GONZALEZ, ANTONINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-0242 17452	12.50	0	187.50	435.00	5.22	26.97 6.31	0.00 0.00	0.00	396.50	175679
GERVACIO ORTEGA, HECTOR 1012 CORRAL CREEK AVENUE APT# 17482 PASO ROBLES, CA 93446	XXX-XX-3288	12.00	0	180.00	180.00	2.16	11.16 2.61	0.00 0.00	0.00	164.07	175693
GERVACIO LOPEZ, SEBASTIAN 1210 CORRAL CREEK AVENUE APT# 17485 PASO ROBLES, CA 93446	XXX-XX-2387	12.00	0	180.00	180.00	2.16	11.16 2.61	0.00 0.00	0.00	164.07	175696
GERVACIO SANTIAGO, SEVERIANO 1210 CORRAL CREEK AVENUE APT# 16468 PASO ROBLES, CA 93446	XXX-XX-2891	12.00	0	180.00	180.00	2.16	11.16 2.61	0.00 0.00	0.00	164.07	175668
GONZALEZ SOLANO, FEDERICO 1210 CORRAL CREEK AVENUE APT# 17484 PASO ROBLES, CA 93446	XXX-XX-8463	12.00	0	180.00	180.00	2.16	11.16 2.61	0.00 0.00	0.00	164.07	175695
GUZMAN, MAURILIO DE LA CRUZ 116 CALLE 6 ST GREENFIELD, CA 93927	XXX-XX-5874 17382	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	176134
JIMENEZ LOPEZ, JERONIMO 323 LYNN STREET APT#6 KING CITY, CA 93930	XXX-XX-0675 16401	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175706
LOPEZ GARCIA, DOMINICA 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-7870 17457	8.00	0	120.00	375.00	4.50	23.25 5.44	0.00 0.00	0.00	341.81	175684
LOPEZ ENCARNACION, ELIZABETH 435 CALABERA STREET GREENFIELD, CA 93927	XXX-XX-6724 17490	8.50	0	127.50	127.50	1.53	7.91 1.85	0.00 0.00	0.00	116.21	175709
LOPEZ GARCIA, HELIODORO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-6792 17446	8.00	0	136.00	493.00	5.91	30.56 7.15	0.00 0.00	0.00	449.38	175673
LOPEZ GARCIA, HERMENEGILDO 1208 CORRAL CREEK APT# 7 PASO ROBLES, CA 93446	XXX-XX-0304 17449	20.50	0	307.50	435.00	5.22	26.97 6.31	0.00 0.00	0.00	396.50	175676
LOPEZ CUELLAR, ISMAEL 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-5853 17448	12.50	0	187.50	495.00	5.94	30.69 7.18	0.00 0.00	0.00	451.19	175675
LOPEZ GARCIA, JUVENTINO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-1820 17450	12.50	0	187.50	495.00	5.94	30.69 7.18	0.00 0.00	0.00	451.19	175677
LOPEZ CUELLAR, MARCELINO 1209 ALAMO CREEK APT#10	XXX-XX-2089 17451	12.50	0	187.50	495.00	5.94	30.69 7.18	0.00 0.00	0.00	451.19	175678

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/18/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

PASO ROBLES, CA 93446											
LOPEZ FLORES, SUSANA	XXX-XX-3312	12.00	0	180.00	180.00	2.16	11.16	0.00	0.00	164.07	175697
1210 CORRAL CREEK AVENUE APT# 17486							2.61	0.00			
PASO ROBLES, CA 93446											
LOPEZ GARCIA, ZENaida	XXX-XX-8683	12.00	0	180.00	435.00	5.22	26.97	0.00	0.00	396.50	175683
1208 CORRAL CREEK APT#7	17456						6.31	0.00			
PASO ROBLES, CA 93446											
LOPEZ, LUIS	XXX-XX-7743	8.50	0	127.50	255.00	3.06	15.81	0.00	0.00	232.43	175699
165 N 3RD STREET	17488						3.70	0.00			
SHANDON, CA 934461											
MAYA ALEJANDRO, MISAEAL	XXX-XX-0459	12.00	0	180.00	307.50	3.69	19.07	0.00	0.00	280.28	175670
828 TOBY WAY	17409						4.46	0.00			
SHANDON, CA 93461											
MAYA ALEJANDRO, RODOLFO	XXX-XX-1980	12.00	0	180.00	307.50	3.69	19.07	0.00	0.00	280.28	175672
828 TOBY WAY	17413						4.46	0.00			
SHANDON, CA 93451											
MENDOZA JIMENEZ, ROCIO	XXX-XX-7847	8.50	0	127.50	127.50	1.53	7.90	0.00	0.00	116.22	175705
322 COLLINS STREET APT#1	16295						1.85	0.00			
KING CITY, CA 93930											
MIGUEL LOPEZ, MODESTA	XXX-XX-0535	12.00	0	180.00	435.00	5.22	26.97	0.00	0.00	396.50	175681
1222 CORAL CREEK APT#6	17454						6.31	0.00			
PASO ROBLES, CA 93446											
PAULINO DIAZ, ALEJANDRA	XXX-XX-8521	8.50	0	127.50	127.50	1.53	7.91	0.00	0.00	116.21	175708
116 CALLE 6	17383						1.85	0.00			
GREENFIELD, CA 93927											
PENIAFORT HILARIO, SAMUEL	XXX-XX-4127	4.00	0	60.00	495.00	5.94	30.69	0.00	0.00	451.19	175680
1222 CORRAL CREEK APT#7	17453						7.18	0.00			
PASO ROBLES, CA 93446											
PEREZ VASQUEZ, RAMIRO	XXX-XX-6945	8.50	0	127.50	127.50	1.53	7.91	0.00	0.00	116.21	175711
411 ELLIS STREET APT#A	17492						1.85	0.00			
KING CITY, CA 93930											
MENDOZA PEREZ, TRANQUILINO	XXX-XX-1127	8.50	0	127.50	127.50	1.53	7.91	0.00	0.00	116.21	175704
PO BOX 1051											
	16294						1.85	0.00			
KING CITY, CA 93930											
PINZON PENIAFORT, ALONSO	XXX-XX-7643	12.50	0	187.50	495.00	5.94	30.69	0.00	0.00	451.19	175682
1222 CORRAL CREEK APT#7	17455						7.18	0.00			
PASO ROBLES, CA 93446											
SANTIAGO PONCE, JOSEFINA	XXX-XX-2253	8.00	0	120.00	120.00	1.44	7.44	0.00	0.00	109.38	175698
1208 CORRAL CREEK AVENUE APT# 17487							1.74	0.00			
PASO ROBLES, CA 93446											
SANTIAGO CRUZ, JUAN	XXX-XX-5761	8.50	0	127.50	127.50	1.53	7.90	0.00	0.00	116.22	175702
324 2ND STREET	16032						1.85	0.00			
KING CITY, CA 93930											
SANTIAGO CASTILLO, RAFAELA	XXX-XX-8852	12.00	0	180.00	307.50	3.69	19.07	0.00	0.00	280.28	175671
828 TOBY WAY	17412						4.46	0.00			
SHANDON, CA 93461											
REYES SILVA, ANDRES	XXX-XX-4321	8.50	0	127.50	127.50	1.53	7.91	0.00	0.00	116.21	175701
PO BOX 378	15704						1.85	0.00			
KING CITY, CA 93930											
VASQUEZ OLEA, RICARDO	XXX-XX-0268	4.00	0	60.00	307.50	3.69	19.06	0.00	0.00	280.29	175674
727 N TRIGO LANE	17447						4.46	0.00			
PASO ROBLES, CA 93446											
Totals:		345.00	0	5,208.00	9,127.50	109.52	565.93	0.00	0.00	8,319.65	
							132.40	0.00			



**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/10/2021 to 05/16/2021

**Invoice #:** 2422  
**Invoice Date:** 05/18/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
NIEVE BONIFACIO SANTIAGO	8.00	Hrs	15.00	120.00
HELADIA CAMPOS MELO	8.50	Hrs	15.00	127.50
MARCELO DELFINO SANCHEZ	8.50	Hrs	17.00	144.50
ANTONINO GERVACIO GONZALEZ	12.50	Hrs	15.00	187.50
HECTOR GERVACIO ORTEGA	12.00	Hrs	15.00	180.00
SEBASTIAN GERVACIO LOPEZ	12.00	Hrs	15.00	180.00
SEVERIANO GERVACIO SANTIAGO	12.00	Hrs	15.00	180.00
FEDERICO GONZALEZ SOLANO	12.00	Hrs	15.00	180.00
MAURILIO DE LA CRUZ GUZMAN	8.50	Hrs	15.00	127.50
JERONIMO JIMENEZ LOPEZ	8.50	Hrs	15.00	127.50
DOMINICA LOPEZ GARCIA	8.00	Hrs	15.00	120.00
ELIZABETH LOPEZ ENCARNACION	8.50	Hrs	15.00	127.50
HELIODORO LOPEZ GARCIA	8.00	Hrs	17.00	136.00
HERMENEGILDO LOPEZ GARCIA	20.50	Hrs	15.00	307.50
ISMAEL LOPEZ CUELLAR	12.50	Hrs	15.00	187.50
JUVENTINO LOPEZ GARCIA	12.50	Hrs	15.00	187.50
MARCELINO LOPEZ CUELLAR	12.50	Hrs	15.00	187.50
SUSANA LOPEZ FLORES	12.00	Hrs	15.00	180.00
ZENAIDA LOPEZ GARCIA	12.00	Hrs	15.00	180.00
LUIS LOPEZ	8.50	Hrs	15.00	127.50
MISAELE MAYA ALEJANDRO	12.00	Hrs	15.00	180.00
RODOLFO MAYA ALEJANDRO	12.00	Hrs	15.00	180.00
ROCIO MENDOZA JIMENEZ	8.50	Hrs	15.00	127.50
MODESTA MIGUEL LOPEZ	12.00	Hrs	15.00	180.00
ALEJANDRA PAULINO DIAZ	8.50	Hrs	15.00	127.50
SAMUEL PENIAFORT HILARIO	4.00	Hrs	15.00	60.00

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**

Page #: 2



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/10/2021 to 05/16/2021

**Invoice #:** 2422  
**Invoice Date:** 05/18/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
RAMIRO PEREZ VASQUEZ	8.50	Hrs	15.00	127.50
TRANQUILINO MENDOZA PEREZ	8.50	Hrs	15.00	127.50
ALONSO PINZON PENIAFORT	12.50	Hrs	15.00	187.50
JOSEFINA SANTIAGO PONCE	8.00	Hrs	15.00	120.00
JUAN SANTIAGO CRUZ	8.50	Hrs	15.00	127.50
RAFAELA SANTIAGO CASTILLO	12.00	Hrs	15.00	180.00
ANDRES REYES SILVA	8.50	Hrs	15.00	127.50
RICARDO VASQUEZ OLEA	4.00	Hrs	15.00	60.00
Labor Subtotal	345.00	Hrs		5,208.00
LABOR FEE	37.00%			1,926.96
			Invoice Total:	<u>\$7,134.96</u>
			<b>Totals:</b>	
			Other	7,134.96

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/27/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Acct #	Employee Name	Crew #	Day	Description	Type	Hours	Pieces	Rate	Amount
16358	MARTINEZ, ISAIAS	DOM	17	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
16358	MARTINEZ, ISAIAS	DOM	18	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
16358	MARTINEZ, ISAIAS	DOM	19	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
16358	MARTINEZ, ISAIAS	DOM	20	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
16358	MARTINEZ, ISAIAS	DOM	21	Training New Plants	Reg. Hrs	5.50		15.0000	82.50
17099	LEAL GONZALES, TOMASA	DOM	17	Training New Plants	Reg. Hrs	5.50		15.0000	82.50
17099	LEAL GONZALES, TOMASA	DOM	18	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	20	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	21	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	22	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	17	Training New Plants	Reg. Hrs	7.00		16.0000	112.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	18	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	20	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	21	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	22	Training New Plants	Reg. Hrs	5.00		16.0000	80.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	17	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	18	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	19	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	20	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	21	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	22	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17499	RAMIREZ RAMON, ABEL	DOM	17	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	18	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	19	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	20	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	21	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	22	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	17	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	18	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	19	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	20	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	21	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	22	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
Total for Crop ID RABLIVE Rabbit Ridge Live oak						243.00			3,681.00

Gross Wages, This Report:

243.00

3,681.00

Employee information for the week ending 05/23/2021:

Employee Name/Address	S.S. #/Acct #	Hours	Pieces	Report Wages	Gross Wages	SDI	FICA Medicare	Fed Wht St Wht	Other	Net Check	Check #
GERVACIO ORTEGA, ERNESTO 1210 CORRAL CREEK AVE APT#3 PASO ROBLES, CA 93446	XXX-XX-0994 17502	45.00	0	675.00	675.00	8.10	41.85 9.79	0.00 0.00	0.00	615.26	176001
GONZALES, DOMINGO VAZQUEZ 1210 CORRAL CREEK ATP 3 PASO ROBLES, CA 93446	XXX-XX-9679 17100	36.00	0	576.00	576.00	6.91	35.72 8.36	0.00 0.00	0.00	525.01	175998
LEAL GONZALES, TOMASA 1210 CORRAL CREEK AVE APT 3 PASO ROBLES, CA 93446	XXX-XX-6219 17099	34.50	0	517.50	517.50	6.21	32.09 7.51	0.00 0.00	0.00	471.69	175997
MARTINEZ, ISAIAS 125 11TH ST. SAN MIGUEL, CA 93451	XXX-XX-7865 16358	37.50	0	562.50	562.50	6.75	34.88 8.16	0.00 0.00	0.00	512.71	175996
PADILLA MENDIOLA, ROBERTO 5825 VISTA SERRANO PASO ROBLES, CA 93446	XXX-XX-9895 17475	45.00	0	675.00	675.00	8.10	41.85 9.79	0.00 0.00	0.00	615.26	175999
RAMIREZ RAMON, ABEL 2749 E NORMAN DRIVE VISALIA, CA 93292	XXX-XX-5509 17499	45.00	0	675.00	675.00	8.10	41.85 9.79	19.23 0.00	0.00	596.03	176000

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/27/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

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Totals:	243.00	0	3,681.00	3,681.00	44.17	228.24 53.40	19.23 0.00	0.00	3,335.96
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Invoice



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/17/2021 to 05/23/2021

**Invoice #:** 2438  
**Invoice Date:** 05/27/2021  
**Terms:** Net On Receipt

Description	Quantity Unit	Price	Total
ERNESTO GERVACIO ORTEGA	45.00 Hrs	15.00	675.00
DOMINGO VAZQUEZ GONZALES	36.00 Hrs	16.00	576.00
TOMASA LEAL GONZALES	34.50 Hrs	15.00	517.50
ISAIAS MARTINEZ	37.50 Hrs	15.00	562.50
ROBERTO PADILLA MENDIOLA	45.00 Hrs	15.00	675.00
ABEL RAMIREZ RAMON	45.00 Hrs	15.00	675.00
Labor Subtotal	243.00 Hrs		3,681.00
LABOR FEE	37.00%		1,361.97
Invoice Total:			<u>\$5,042.97</u>
<b>Totals:</b>			
Other			5,042.97

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/26/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Acct #	Employee Name	Crew #	Day	Description	Type	Hours	Pieces	Rate	Amount
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
16468	GERVACIO SANTIAGO, SEVERIAN	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
16468	GERVACIO SANTIAGO, SEVERIAN	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
16468	GERVACIO SANTIAGO, SEVERIAN	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
16468	GERVACIO SANTIAGO, SEVERIAN	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
16468	GERVACIO SANTIAGO, SEVERIAN	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17409	MAYA ALEJANDRO, MISAEL	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17409	MAYA ALEJANDRO, MISAEL	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17409	MAYA ALEJANDRO, MISAEL	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17409	MAYA ALEJANDRO, MISAEL	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17412	SANTIAGO CASTILLO, RAFAELA	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17412	SANTIAGO CASTILLO, RAFAELA	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17412	SANTIAGO CASTILLO, RAFAELA	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17412	SANTIAGO CASTILLO, RAFAELA	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17413	MAYA ALEJANDRO, RODOLFO	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17413	MAYA ALEJANDRO, RODOLFO	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17413	MAYA ALEJANDRO, RODOLFO	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17413	MAYA ALEJANDRO, RODOLFO	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17414	PENIAFORT ALEJO, BENITO	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17414	PENIAFORT ALEJO, BENITO	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17414	PENIAFORT ALEJO, BENITO	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17414	PENIAFORT ALEJO, BENITO	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17446	LOPEZ GARCIA, HELIODORO	HE	17	Shoot Thinning	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	18	Shoot Thinning	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	19	Shoot Thinning	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	21	Shoot Thinning	Reg. Hrs	4.00		17.0000	68.00
17447	VASQUEZ OLEA, RICARDO	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17447	VASQUEZ OLEA, RICARDO	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17447	VASQUEZ OLEA, RICARDO	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	19	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	20	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	21	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17453	PENIAFORT HILARIO, SAMUEL	HE	17	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00
17453	PENIAFORT HILARIO, SAMUEL	HE	18	Shoot Thinning	Reg. Hrs	4.00		15.0000	60.00

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/26/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

17453	PENIAFORT HILARIO, SAMUEL	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17453	PENIAFORT HILARIO, SAMUEL	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17453	PENIAFORT HILARIO, SAMUEL	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17482	GERVACIO ORTEGA, HECTOR	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17482	GERVACIO ORTEGA, HECTOR	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17482	GERVACIO ORTEGA, HECTOR	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17482	GERVACIO ORTEGA, HECTOR	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17483	BONIFACIO SANTIAGO, NIEVE	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17483	BONIFACIO SANTIAGO, NIEVE	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17483	BONIFACIO SANTIAGO, NIEVE	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17483	BONIFACIO SANTIAGO, NIEVE	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17484	GONZALEZ SOLANO, FEDERICO	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17485	GERVACIO LOPEZ, SEBASTIAN	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17485	GERVACIO LOPEZ, SEBASTIAN	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17485	GERVACIO LOPEZ, SEBASTIAN	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17485	GERVACIO LOPEZ, SEBASTIAN	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17486	LOPEZ FLORES, SUSANA	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17486	LOPEZ FLORES, SUSANA	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17486	LOPEZ FLORES, SUSANA	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17486	LOPEZ FLORES, SUSANA	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	17	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	18	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	19	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	20	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	21	Shoot Thinning	Reg. Hrs	4.00	15.0000	60.00
Total for Crop ID RABLIVE Rabbit Ridge Live oak						472.00		7,112.00

Gross Wages, This Report:

472.00

7,112.00

Employee information for the week ending 05/23/2021:

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/26/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Employee Name/Address	S.S. #/Acct #	Hours	Pieces	Report Wages	Gross Wages	SDI	FICA Medicare	Fed Wht St Wht	Other	Net Check	Check #
BONIFACIO SANTIAGO, NIEVE 1012 CORRAL CREEK AVENUE APT# 17483 PASO ROBLES, CA 93446	XXX-XX-4336	16.00	0	240.00	240.00	2.88	14.88 3.48	0.00 0.00	0.00	218.76	175911
DE LA CRUZ VASQUEZ, MAURILIO 4750 JARDINE ROAD PASO ROBLES, CA 93446	XXX-XX-0528 14708	16.00	0	240.00	480.00	5.76	29.76 6.96	0.00 0.00	0.00	437.52	175883
GERVACIO GONZALEZ, ANTONINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-0242 17452	20.00	0	300.00	540.00	6.48	33.48 7.83	0.00 0.00	0.00	492.21	175896
GERVACIO ORTEGA, HECTOR 1012 CORRAL CREEK AVENUE APT# 17482 PASO ROBLES, CA 93446	XXX-XX-3288	16.00	0	240.00	240.00	2.88	14.88 3.48	0.00 0.00	0.00	218.76	175910
GERVACIO LOPEZ, SEBASTIAN 1210 CORRAL CREEK AVENUE APT# 17485 PASO ROBLES, CA 93446	XXX-XX-2387	16.00	0	240.00	240.00	2.88	14.88 3.48	0.00 0.00	0.00	218.76	175913
GERVACIO SANTIAGO, SEVERIANO 1210 CORRAL CREEK AVENUE APT# 16468 PASO ROBLES, CA 93446	XXX-XX-2891	20.00	0	300.00	300.00	3.60	18.60 4.35	0.00 0.00	0.00	273.45	175884
GONZALEZ SOLANO, FEDERICO 1210 CORRAL CREEK AVENUE APT# 17484 PASO ROBLES, CA 93446	XXX-XX-8463	20.00	0	300.00	300.00	3.60	18.60 4.35	0.00 0.00	0.00	273.45	175912
IGNACIO SANTIAGO, PABLO 304 SPRING STREET PASO ROBLES, CA 93446	XXX-XX-6642 17474	16.00	0	240.00	480.00	5.76	29.76 6.96	0.00 0.00	0.00	437.52	175908
LOPEZ GARCIA, DOMINICA 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-7870 17457	16.00	0	240.00	480.00	5.76	29.76 6.96	0.00 0.00	0.00	437.52	175901
LOPEZ GARCIA, HELIODORO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-6792 17446	16.00	0	272.00	544.00	6.53	33.73 7.89	0.00 0.00	0.00	495.85	175890
LOPEZ GARCIA, HERMENEGILDO 1208 CORRAL CREEK APT# 7 PASO ROBLES, CA 93446	XXX-XX-0304 17449	20.00	0	300.00	427.50	5.13	26.51 6.19	0.00 0.00	0.00	389.67	175893
LOPEZ CUELLAR, ISMAEL 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-5853 17448	20.00	0	300.00	540.00	6.48	33.48 7.83	0.00 0.00	0.00	492.21	175892
LOPEZ GARCIA, JUVENTINO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-1820 17450	16.00	0	240.00	367.50	4.41	22.79 5.32	0.00 0.00	0.00	334.98	175894
LOPEZ CUELLAR, MARCELINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-2089 17451	20.00	0	300.00	540.00	6.48	33.48 7.83	0.00 0.00	0.00	492.21	175895
LOPEZ FLORES, SUSANA 1210 CORRAL CREEK AVENUE APT# 17486 PASO ROBLES, CA 93446	XXX-XX-3312	16.00	0	240.00	240.00	2.88	14.88 3.48	0.00 0.00	0.00	218.76	175914
LOPEZ GARCIA, ZENaida 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-8683 17456	20.00	0	300.00	540.00	6.48	33.48 7.83	0.00 0.00	0.00	492.21	175900
LOPEZ, LUIS 165 N 3RD STREET SHANDON, CA 934461	XXX-XX-7743 17488	20.00	0	300.00	540.00	6.48	33.48 7.83	0.00 0.00	0.00	492.21	175916
MAYA ALEJANDRO, MISAEAL 828 TOBY WAY SHANDON, CA 93461	XXX-XX-0459 17409	16.00	0	240.00	352.50	4.23	21.85 5.11	0.00 0.00	0.00	321.31	175886
MAYA ALEJANDRO, RODOLFO 828 TOBY WAY SHANDON, CA 93451	XXX-XX-1980 17413	16.00	0	240.00	352.50	4.23	21.85 5.11	0.00 0.00	0.00	321.31	175888
MIGUEL LOPEZ, MODESTA 1222 CORAL CREEK APT#6 PASO ROBLES, CA 93446	XXX-XX-0535 17454	20.00	0	300.00	540.00	6.48	33.48 7.83	0.00 0.00	0.00	492.21	175898
PENIAFORT ALEJO, BENITO 4750 JARDINE ROAD	XXX-XX-6729 17414	16.00	0	240.00	480.00	5.76	29.76 6.96	0.00 0.00	0.00	437.52	175889



Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 05/26/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

PASO ROBLES, CA 93446											
PENIAFORT HILARIO, SAMUEL	XXX-XX-4127	20.00	0	300.00	540.00	6.48	33.48	0.00	0.00	492.21	175897
1222 CORRAL CREEK APT#7	17453						7.83	0.00			
PASO ROBLES, CA 93446											
PINZON PENIAFORT, ALONSO	XXX-XX-7643	20.00	0	300.00	540.00	6.48	33.48	0.00	0.00	492.21	175899
1222 CORRAL CREEK APT#7	17455						7.83	0.00			
PASO ROBLES, CA 93446											
ROJAS GALVEZ, ELENA	XXX-XX-2881	16.00	0	240.00	480.00	5.76	29.76	0.00	0.00	437.52	175885
304 SPRING STREET	17404						6.96	0.00			
PASO ROBLES, CA 93446											
SANTIAGO PONCE, JOSEFINA	XXX-XX-2253	16.00	0	240.00	240.00	2.88	14.88	0.00	0.00	218.76	175915
1208 CORRAL CREEK AVENUE APT# 17487							3.48	0.00			
PASO ROBLES, CA 93446											
SANTIAGO CASTILLO, RAFAELA	XXX-XX-8852	16.00	0	240.00	352.50	4.23	21.85	0.00	0.00	321.31	175887
828 TOBY WAY	17412						5.11	0.00			
SHANDON, CA 93461											
VASQUEZ OLEA, RICARDO	XXX-XX-0268	12.00	0	180.00	307.50	3.69	19.07	0.00	0.00	280.28	175891
727 N TRIGO LANE	17447						4.46	0.00			
PASO ROBLES, CA 93446											
Totals:		472.00	0	7,112.00	11,224.00	134.69	695.89	0.00	0.00	10,230.69	
							162.73	0.00			

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/17/2021 to 05/23/2021

**Invoice #:** 2439  
**Invoice Date:** 05/26/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
NIEVE BONIFACIO SANTIAGO	16	Hrs	15.00	240.00
MAURILIO DE LA CRUZ VASQUEZ	16	Hrs	15.00	240.00
ANTONINO GERVACIO GONZALEZ	20	Hrs	15.00	300.00
HECTOR GERVACIO ORTEGA	16	Hrs	15.00	240.00
SEBASTIAN GERVACIO LOPEZ	16	Hrs	15.00	240.00
SEVERIANO GERVACIO SANTIAGO	20	Hrs	15.00	300.00
FEDERICO GONZALEZ SOLANO	20	Hrs	15.00	300.00
PABLO IGNACIO SANTIAGO	16	Hrs	15.00	240.00
DOMINICA LOPEZ GARCIA	16	Hrs	15.00	240.00
HELIODORO LOPEZ GARCIA	16	Hrs	17.00	272.00
HERMENEGILDO LOPEZ GARCIA	20	Hrs	15.00	300.00
ISMAEL LOPEZ CUELLAR	20	Hrs	15.00	300.00
JUVENTINO LOPEZ GARCIA	16	Hrs	15.00	240.00
MARCELINO LOPEZ CUELLAR	20	Hrs	15.00	300.00
SUSANA LOPEZ FLORES	16	Hrs	15.00	240.00
ZENAIDA LOPEZ GARCIA	20	Hrs	15.00	300.00
LUIS LOPEZ	20	Hrs	15.00	300.00
MISAELE MAYA ALEJANDRO	16	Hrs	15.00	240.00
RODOLFO MAYA ALEJANDRO	16	Hrs	15.00	240.00
MODESTA MIGUEL LOPEZ	20	Hrs	15.00	300.00
BENITO PENIAFORT ALEJO	16	Hrs	15.00	240.00
SAMUEL PENIAFORT HILARIO	20	Hrs	15.00	300.00
ALONSO PINZON PENIAFORT	20	Hrs	15.00	300.00
ELENA ROJAS GALVEZ	16	Hrs	15.00	240.00
JOSEFINA SANTIAGO PONCE	16	Hrs	15.00	240.00
RAFAELA SANTIAGO CASTILLO	16	Hrs	15.00	240.00

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**

Page #: 2



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/17/2021 to 05/23/2021

**Invoice #:** 2439  
**Invoice Date:** 05/26/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
RICARDO VASQUEZ OLEA	12	Hrs	15.00	180.00
Labor Subtotal	472	Hrs		7,112.00
LABOR FEE	37.00%			2,631.44
Invoice Total:				<u>\$9,743.44</u>
<b>Totals:</b>				
Other				9,743.44

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 06/03/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Acct #	Employee Name	Crew #	Day	Description	Type	Hours	Pieces	Rate	Amount
17100	GONZALES, DOMINGO VAZQUEZ	DOM	24	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	25	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	26	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	27	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	28	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	29	Training New Plants	Reg. Hrs	5.00		16.0000	80.00
17099	LEAL GONZALES, TOMASA	DOM	24	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	25	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	26	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	27	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	28	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	29	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
16358	MARTINEZ, ISAIAS	DOM	24	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	24	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	25	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	26	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	27	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	28	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	29	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17499	RAMIREZ RAMON, ABEL	DOM	25	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	26	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	27	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	28	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	29	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	24	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	25	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	26	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	27	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	28	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	29	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
9915	PACHECO CERVANTES, EUTQUIO	DOM	24	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
9915	PACHECO CERVANTES, EUTQUIO	DOM	26	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
9915	PACHECO CERVANTES, EUTQUIO	DOM	27	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
9915	PACHECO CERVANTES, EUTQUIO	DOM	28	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
9915	PACHECO CERVANTES, EUTQUIO	DOM	29	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17371	CERVANTES BAUTISTA, MISAE	DOM	24	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17371	CERVANTES BAUTISTA, MISAE	DOM	26	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17371	CERVANTES BAUTISTA, MISAE	DOM	27	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17371	CERVANTES BAUTISTA, MISAE	DOM	28	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
15956	HERNANDEZ SARMIENTO, ROGEL	DOM	24	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
15956	HERNANDEZ SARMIENTO, ROGEL	DOM	26	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
15956	HERNANDEZ SARMIENTO, ROGEL	DOM	27	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
15956	HERNANDEZ SARMIENTO, ROGEL	DOM	28	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
15956	HERNANDEZ SARMIENTO, ROGEL	DOM	29	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
Total for Crop ID LIVEOAK Live Oak Vineyard						331.00			5,010.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	24	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	25	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	26	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	27	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	24	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	25	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	27	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17404	ROJAS GALVEZ, ELENA	HE	28	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17446	LOPEZ GARCIA, HELIODORO	HE	24	Training New Plants	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	25	Training New Plants	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	26	Training New Plants	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	27	Training New Plants	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	28	Training New Plants	Reg. Hrs	4.00		17.0000	68.00
17448	LOPEZ CUELLAR, ISMAEL	HE	24	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	25	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	26	Training New Plants	Reg. Hrs	4.00		15.0000	60.00

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 06/03/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

17448	LOPEZ CUELLAR, ISMAEL	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	28	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	26	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17449	LOPEZ GARCIA, HERMENEGILDO	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	25	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	26	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	25	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	26	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	28	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	28	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17453	PENIAFORT HILARIO, SAMUEL	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	25	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	26	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17456	LOPEZ GARCIA, ZENAIDA	HE	28	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	25	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	26	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	28	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	25	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17474	IGNACIO SANTIAGO, PABLO	HE	28	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17487	SANTIAGO PONCE, JOSEFINA	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	24	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	26	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	27	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
17488	LOPEZ, LUIS	HE	28	Training New Plants	Reg. Hrs	4.00	15.0000	60.00
Total for Crop ID RABLIVE Rabbit Ridge Live oak						220.00		3,340.00

Gross Wages, This Report: 551.00 8,350.00

Employee information for the week ending 05/30/2021:

Employee Name/Address	S.S. #/Acct #	Hours	Pieces	Report Wages	Gross Wages	SDI	FICA Medicare	Fed Wht St Wht	Other	Net Check	Check #
CERVANTES BAUTISTA, MISAEL 3450 PARK ST UNIT 102 PASO ROBLES, CA 93446	XXX-XX-2319 17371	32.00	0	480.00	607.50	7.29	37.67 8.81	0.00 0.00	0.00	553.73	176296
DE LA CRUZ VASQUEZ, MAURILIO 4750 JARDINE ROAD PASO ROBLES, CA 93446	XXX-XX-0528 14708	16.00	0	240.00	300.00	3.60	18.60 4.35	0.00 0.00	0.00	273.45	176094
GERVACIO GONZALEZ, ANTONINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-0242 17452	8.00	0	120.00	555.00	6.66	34.41 8.04	0.00 0.00	0.00	505.89	176105
GERVACIO ORTEGA, ERNESTO 1210 CORRAL CREEK AVE APT#3 PASO ROBLES, CA 93446	XXX-XX-0994 17502	45.00	0	675.00	675.00	8.10	41.85 9.79	0.00 0.00	0.00	615.26	176292
GONZALES, DOMINGO VAZQUEZ 1210 CORRAL CREEK ATP 3 PASO ROBLES, CA 93446	XXX-XX-9679 17100	45.00	0	720.00	720.00	8.64	44.64 10.44	0.00 0.00	0.00	656.28	176289

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 06/03/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

HERNANDEZ SARMIENTO, ROGELI 815 34TH ST. #B	XXX-XX-4851	37.00	0	555.00	682.50	8.19	42.32	0.00	0.00	622.09	176297
	15956						9.90	0.00			
PASO ROBLES, CA 93446											
IGNACIO SANTIAGO, PABLO 304 SPRING STREET	XXX-XX-6642	16.00	0	240.00	240.00	2.88	14.88	0.00	0.00	218.76	176119
	17474						3.48	0.00			
PASO ROBLES, CA 93446											
LEAL GONZALES, TOMASA 1210 CORRAL CREEK AVE APT 3	XXX-XX-6219	45.00	0	675.00	675.00	8.10	41.85	0.00	0.00	615.27	176290
	17099						9.78	0.00			
PASO ROBLES, CA 93446											
LOPEZ GARCIA, DOMINICA 1208 CORRAL CREEK APT#7	XXX-XX-7870	20.00	0	300.00	427.50	5.13	26.51	0.00	0.00	389.67	176110
	17457						6.19	0.00			
PASO ROBLES, CA 93446											
LOPEZ GARCIA, HELIODORO 1208 CORRAL CREEK APT#7	XXX-XX-6792	20.00	0	340.00	629.00	7.55	39.00	0.00	0.00	573.33	176100
	17446						9.12	0.00			
PASO ROBLES, CA 93446											
LOPEZ GARCIA, HERMENEGILDO 1208 CORRAL CREEK APT# 7	XXX-XX-0304	12.00	0	180.00	180.00	2.16	11.16	0.00	0.00	164.07	176102
	17449						2.61	0.00			
PASO ROBLES, CA 93446											
LOPEZ CUELLAR, ISMAEL 1209 ALAMO CREEK APT#10	XXX-XX-5853	20.00	0	300.00	427.50	5.13	26.51	0.00	0.00	389.67	176101
	17448						6.19	0.00			
PASO ROBLES, CA 93446											
LOPEZ GARCIA, JUVENTINO 1208 CORRAL CREEK APT#7	XXX-XX-1820	16.00	0	240.00	240.00	2.88	14.88	0.00	0.00	218.76	176103
	17450						3.48	0.00			
PASO ROBLES, CA 93446											
LOPEZ CUELLAR, MARCELINO 1209 ALAMO CREEK APT#10	XXX-XX-2089	20.00	0	300.00	555.00	6.66	34.41	0.00	0.00	505.89	176104
	17451						8.04	0.00			
PASO ROBLES, CA 93446											
LOPEZ GARCIA, ZENAIDA 1208 CORRAL CREEK APT#7	XXX-XX-8683	20.00	0	300.00	555.00	6.66	34.41	0.00	0.00	505.89	176109
	17456						8.04	0.00			
PASO ROBLES, CA 93446											
LOPEZ, LUIS 165 N 3RD STREET	XXX-XX-7743	16.00	0	240.00	240.00	2.88	14.88	0.00	0.00	218.76	176121
	17488						3.48	0.00			
SHANDON, CA 934461											
MARTINEZ, ISAIAS 125 11TH ST.	XXX-XX-7865	8.00	0	120.00	120.00	1.44	7.44	0.00	0.00	109.38	176291
	16358						1.74	0.00			
SAN MIGUEL, CA 93451											
MIGUEL LOPEZ, MODESTA 1222 CORAL CREEK APT#6	XXX-XX-0535	4.00	0	60.00	300.00	3.60	18.60	0.00	0.00	273.45	176107
	17454						4.35	0.00			
PASO ROBLES, CA 93446											
PACHECO CERVANTES, EUTIQUEO 3200 SPRING STREET APT # 25	XXX-XX-1532	37.00	0	555.00	682.50	8.19	42.32	0.00	0.00	622.09	176295
	9915						9.90	0.00			
PASO ROBLES, CA 93446											
PADILLA MENDIOLA, ROBERTO 5825 VISTA SERRANO	XXX-XX-9895	45.00	0	675.00	675.00	8.10	41.85	0.00	0.00	615.27	176294
	17475						9.78	0.00			
PASO ROBLES, CA 93446											
PENIAFORT HILARIO, SAMUEL 1222 CORRAL CREEK APT#7	XXX-XX-4127	4.00	0	60.00	427.50	5.13	26.51	0.00	0.00	389.67	176106
	17453						6.19	0.00			
PASO ROBLES, CA 93446											
PINZON PENIAFORT, ALONSO 1222 CORRAL CREEK APT#7	XXX-XX-7643	4.00	0	60.00	555.00	6.66	34.41	0.00	0.00	505.89	176108
	17455						8.04	0.00			
PASO ROBLES, CA 93446											
RAMIREZ RAMON, ABEL 2749 E NORMAN DRIVE	XXX-XX-5509	37.00	0	555.00	555.00	6.66	34.41	0.00	0.00	505.89	176293
	17499						8.04	0.00			
VISALIA, CA 93292											
ROJAS GALVEZ, ELENA 304 SPRING STREET	XXX-XX-2881	16.00	0	240.00	240.00	2.88	14.88	0.00	0.00	218.76	176095
	17404						3.48	0.00			
PASO ROBLES, CA 93446											
SANTIAGO PONCE, JOSEFINA 1208 CORRAL CREEK AVENUE APT# 17487	XXX-XX-2253	8.00	0	120.00	120.00	1.44	7.44	0.00	0.00	109.38	176120
							1.74	0.00			
PASO ROBLES, CA 93446											
Totals:		551.00	0	8,350.00	11,384.00	136.61	705.84	0.00	0.00	10,376.55	

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 06/03/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Grower Name: RABBIT RIDGE

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

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165.00 0.00

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/24/2021 to 05/30/2021

**Invoice #:** 2470  
**Invoice Date:** 06/03/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
MISAEAL CERVANTES BAUTISTA	32	Hrs	15.00	480.00
MAURILIO DE LA CRUZ VASQUEZ	16	Hrs	15.00	240.00
ANTONINO GERVACIO GONZALEZ	8	Hrs	15.00	120.00
ERNESTO GERVACIO ORTEGA	45	Hrs	15.00	675.00
DOMINGO VAZQUEZ GONZALES	45	Hrs	16.00	720.00
ROGELIO HERNANDEZ SARMIENTO	37	Hrs	15.00	555.00
PABLO IGNACIO SANTIAGO	16	Hrs	15.00	240.00
TOMASA LEAL GONZALES	45	Hrs	15.00	675.00
DOMINICA LOPEZ GARCIA	20	Hrs	15.00	300.00
HELIODORO LOPEZ GARCIA	20	Hrs	17.00	340.00
HERMENEGILDO LOPEZ GARCIA	12	Hrs	15.00	180.00
ISMAEL LOPEZ CUELLAR	20	Hrs	15.00	300.00
JUVENTINO LOPEZ GARCIA	16	Hrs	15.00	240.00
MARCELINO LOPEZ CUELLAR	20	Hrs	15.00	300.00
ZENAIDA LOPEZ GARCIA	20	Hrs	15.00	300.00
LUIS LOPEZ	16	Hrs	15.00	240.00
ISAIAS MARTINEZ	8	Hrs	15.00	120.00
MODESTA MIGUEL LOPEZ	4	Hrs	15.00	60.00
EUTIQUEO PACHECO	37	Hrs	15.00	555.00
ROBERTO PADILLA MENDIOLA	45	Hrs	15.00	675.00
SAMUEL PENIAFORT HILARIO	4	Hrs	15.00	60.00
ALONSO PINZON PENIAFORT	4	Hrs	15.00	60.00
ABEL RAMIREZ RAMON	37	Hrs	15.00	555.00
ELENA ROJAS GALVEZ	16	Hrs	15.00	240.00
JOSEFINA SANTIAGO PONCE	8	Hrs	15.00	120.00
Labor Subtotal	551	Hrs		8,350.00

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446



**Invoice**

Page #: 2



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/24/2021 to 05/30/2021

**Invoice #:** 2470  
**Invoice Date:** 06/03/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
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LABOR FEE		37.00%		3,089.50
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Invoice Total: \$11,439.50

**Totals:**  
Other 11,439.50

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 06/09/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

Acct #	Employee Name	Crew #	Day	Description	Type	Hours	Pieces	Rate	Amount
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
14708	DE LA CRUZ VASQUEZ, MAURILIO	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17446	LOPEZ GARCIA, HELIODORO	HE	31	Training New Plants	Reg. Hrs	4.00		17.0000	68.00
17446	LOPEZ GARCIA, HELIODORO	HE	01	Training New Plants	Reg. Hrs	4.00		17.0000	68.00
17448	LOPEZ CUELLAR, ISMAEL	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17448	LOPEZ CUELLAR, ISMAEL	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17450	LOPEZ GARCIA, JUVENTINO	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17451	LOPEZ CUELLAR, MARCELINO	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17452	GERVACIO GONZALEZ, ANTONIN	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17453	PENIAFORT HILARIO, SAMUEL	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17453	PENIAFORT HILARIO, SAMUEL	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17454	MIGUEL LOPEZ, MODESTA	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17455	PINZON PENIAFORT, ALONSO	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17456	LOPEZ GARCIA, ZENaida	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17456	LOPEZ GARCIA, ZENaida	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17457	LOPEZ GARCIA, DOMINICA	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17488	LOPEZ, LUIS	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17518	VASQUEZ SANTIAGO, ALVARO	HE	31	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17518	VASQUEZ SANTIAGO, ALVARO	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17519	JIMENEZ PALACIOS, NELIDA	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
17520	SALGADO, MARIO	HE	01	Training New Plants	Reg. Hrs	4.00		15.0000	60.00
15956	HERNANDEZ SARMIENTO, ROGEL	DOM	31	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	01	Training New Plants	Reg. Hrs	6.50		15.0000	97.50
17099	LEAL GONZALES, TOMASA	DOM	03	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	04	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17099	LEAL GONZALES, TOMASA	DOM	05	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	01	Training New Plants	Reg. Hrs	6.50		16.0000	104.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	03	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	04	Training New Plants	Reg. Hrs	8.00		16.0000	128.00
17100	GONZALES, DOMINGO VAZQUEZ	DOM	05	Training New Plants	Reg. Hrs	5.00		16.0000	80.00
17371	CERVANTES BAUTISTA, MISAE	DOM	31	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	31	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	01	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	02	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	03	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	04	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17475	PADILLA MENDIOLA, ROBERTO	DOM	05	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17499	RAMIREZ RAMON, ABEL	DOM	31	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	01	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	02	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	03	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	04	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17499	RAMIREZ RAMON, ABEL	DOM	05	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	31	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	01	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	02	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	03	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	04	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17502	GERVACIO ORTEGA, ERNESTO	DOM	05	Training New Plants	Reg. Hrs	5.00		15.0000	75.00
17062	AMADO LEON, AGUSTIN	DOM	01	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17062	AMADO LEON, AGUSTIN	DOM	02	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17062	AMADO LEON, AGUSTIN	DOM	03	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17062	AMADO LEON, AGUSTIN	DOM	04	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17063	ORTEGA LEONARDO, AMALIA	DOM	01	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17063	ORTEGA LEONARDO, AMALIA	DOM	02	Training New Plants	Reg. Hrs	8.00		15.0000	120.00
17063	ORTEGA LEONARDO, AMALIA	DOM	03	Training New Plants	Reg. Hrs	8.00		15.0000	120.00

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 06/09/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

17063	ORTEGA LEONARDO, AMALIA	DOM	04	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17401	MARTINEZ MATEO, JAVIER	DOM	01	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17401	MARTINEZ MATEO, JAVIER	DOM	02	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17401	MARTINEZ MATEO, JAVIER	DOM	03	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17401	MARTINEZ MATEO, JAVIER	DOM	04	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17498	GARCIA ORTEGA, ALFONSO	DOM	01	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17498	GARCIA ORTEGA, ALFONSO	DOM	02	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17498	GARCIA ORTEGA, ALFONSO	DOM	03	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17498	GARCIA ORTEGA, ALFONSO	DOM	04	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17498	GARCIA ORTEGA, ALFONSO	DOM	05	Training New Plants	Reg. Hrs	4.50	15.0000	67.50
17498	GARCIA ORTEGA, ALFONSO	DOM	05	Training New Plants	OT Hrs	0.50	22.5000	11.25
17515	FLORES ORTIZ, MICHELLE	DOM	01	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17515	FLORES ORTIZ, MICHELLE	DOM	04	Training New Plants	Reg. Hrs	8.00	15.0000	120.00
17515	FLORES ORTIZ, MICHELLE	DOM	05	Training New Plants	Reg. Hrs	5.00	15.0000	75.00
Total for Crop ID RABLIVE Rabbit Ridge Live oak						468.00		7,067.25

Gross Wages, This Report: 468.00 7,067.25

Employee information for the week ending 06/06/2021:

Employee Name/Address	S.S. #/Acct #	Hours	Pieces	Report Wages	Gross Wages	SDI	FICA Medicare	Fed Wht St Wht	Other	Net Check	Check #
AMADO LEON, AGUSTIN 1213 CORRAL CREEK AVENUE APT# 17062 PASO ROBLES, CA 93446	XXX-XX-3478	32.00	0	480.00	607.50	7.29	37.67 8.81	0.00 0.00	0.00	553.73	176459
CERVANTES BAUTISTA, MISAEL 3450 PARK ST UNIT 102 PASO ROBLES, CA 93446	XXX-XX-2319	8.00	0	120.00	120.00	1.44	7.44 1.74	0.00 0.00	0.00	109.38	176357
DE LA CRUZ VASQUEZ, MAURILIO 4750 JARDINE ROAD PASO ROBLES, CA 93446	XXX-XX-0528	8.00	0	120.00	180.00	2.16	11.16 2.61	0.00 0.00	0.00	164.07	176301
FLORES ORTIZ, MICHELLE 1106 ALAMO CREEK TERRACE APT# 17515 PASO ROBLES, CA 93446	XXX-XX-0738	21.00	0	315.00	442.50	5.31	27.43 6.42	0.00 0.00	0.00	403.34	176467
GARCIA ORTEGA, ALFONSO 1106 ALAMO CREEK APT#3 PASO ROBLES, CA 93446	XXX-XX-4832	37.00	0	558.75	686.25	8.24	42.55 9.95	0.00 0.00	0.00	625.51	176465
GERVACIO GONZALEZ, ANTONINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-0242	8.00	0	120.00	495.00	5.94	30.69 7.18	0.00 0.00	0.00	451.19	176307
GERVACIO ORTEGA, ERNESTO 1210 CORRAL CREEK AVE APT#3 PASO ROBLES, CA 93446	XXX-XX-0994	45.00	0	675.00	675.00	8.10	41.85 9.78	0.00 0.00	0.00	615.27	176360
GONZALES, DOMINGO VAZQUEZ 1210 CORRAL CREEK ATP 3 PASO ROBLES, CA 93446	XXX-XX-9679	27.50	0	440.00	440.00	5.28	27.28 6.38	0.00 0.00	0.00	401.06	176356
HERNANDEZ SARMIENTO, ROGELI 815 34TH ST. #B PASO ROBLES, CA 93446	XXX-XX-4851	8.00	0	120.00	120.00	1.44	7.44 1.74	0.00 0.00	0.00	109.38	176354
JIMENEZ PALACIOS, NELIDA 1112 E WHITNEY STREET APT# J3 AVENAL, CA 93204	XXX-XX-6065	4.00	0	60.00	60.00	0.72	3.72 0.87	0.00 0.00	0.00	54.69	176315
LEAL GONZALES, TOMASA 1210 CORRAL CREEK AVE APT 3 PASO ROBLES, CA 93446	XXX-XX-6219	27.50	0	412.50	412.50	4.95	25.57 5.98	0.00 0.00	0.00	376.00	176355
LOPEZ GARCIA, DOMINICA 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-7870	8.00	0	120.00	375.00	4.50	23.25 5.44	0.00 0.00	0.00	341.81	176312
LOPEZ GARCIA, HELIODORO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-6792	8.00	0	136.00	416.50	5.00	25.82 6.04	0.00 0.00	0.00	379.64	176302

Nevarez Farm Labor, Inc.  
5880 North River Road  
Paso Robles, CA 93446  
Labor Contractor Report

Date: 06/09/2021  
Farm Labor #: FLC000172472  
Federal ID #: 77-0550948  
State ID #: 513-8203-4  
Grower #: 75

Worker's Comp Co: Preferred Employers Inc.  
Policy #: FLN-169583-1

Grower Name: RABBIT RIDGE

LOPEZ CUELLAR, ISMAEL 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-5853 17448	8.00	0	120.00	495.00	5.94	30.69 7.18	0.00 0.00	0.00	451.19	176303
LOPEZ GARCIA, JUVENTINO 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-1820 17450	8.00	0	120.00	247.50	2.97	15.34 3.59	0.00 0.00	0.00	225.60	176305
LOPEZ CUELLAR, MARCELINO 1209 ALAMO CREEK APT#10 PASO ROBLES, CA 93446	XXX-XX-2089 17451	8.00	0	120.00	375.00	4.50	23.25 5.44	0.00 0.00	0.00	341.81	176306
LOPEZ GARCIA, ZENaida 1208 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-8683 17456	8.00	0	120.00	375.00	4.50	23.25 5.44	0.00 0.00	0.00	341.81	176311
LOPEZ, LUIS 165 N 3RD STREET SHANDON, CA 934461	XXX-XX-7743 17488	4.00	0	60.00	120.00	1.44	7.44 1.74	0.00 0.00	0.00	109.38	176313
MARTINEZ MATEO, JAVIER 1213 CORRAL CREEK AVENUE APT# 17401 PASO ROBLES, CA 93446	XXX-XX-8326 17401	32.00	0	480.00	607.50	7.29	37.66 8.81	0.00 0.00	0.00	553.74	176463
MIGUEL LOPEZ, MODESTA 1222 CORAL CREEK APT#6 PASO ROBLES, CA 93446	XXX-XX-0535 17454	8.00	0	120.00	495.00	5.94	30.69 7.17	0.00 0.00	0.00	451.20	176309
ORTEGA LEONARDO, AMALIA 3025 VINE ST PASO ROBLES, CA 93446	XXX-XX-7263 17063	32.00	0	480.00	607.50	7.29	37.66 8.81	0.00 0.00	0.00	553.74	176460
PADILLA MENDIOLA, ROBERTO 5825 VISTA SERRANO PASO ROBLES, CA 93446	XXX-XX-9895 17475	45.00	0	675.00	675.00	8.10	41.85 9.79	0.00 0.00	0.00	615.26	176358
PENIAFORT HILARIO, SAMUEL 1222 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-4127 17453	8.00	0	120.00	495.00	5.94	30.69 7.18	0.00 0.00	0.00	451.19	176308
PINZON PENIAFORT, ALONSO 1222 CORRAL CREEK APT#7 PASO ROBLES, CA 93446	XXX-XX-7643 17455	8.00	0	120.00	240.00	2.88	14.88 3.48	0.00 0.00	0.00	218.76	176310
RAMIREZ RAMON, ABEL 2749 E NORMAN DRIVE VISALIA, CA 93292	XXX-XX-5509 17499	45.00	0	675.00	675.00	8.10	41.85 9.79	0.00 0.00	0.00	615.26	176359
SALGADO, MARIO 1112 E WHITNEY STREET APT J3 AVENAL, CA 93204	XXX-XX-4552 17520	4.00	0	60.00	60.00	0.72	3.72 0.87	0.00 0.00	0.00	54.69	176316
VASQUEZ SANTIAGO, ALVARO 1148 L STREET PASO ROBLES, CA 93446	XXX-XX-3416 17518	8.00	0	120.00	240.00	2.88	14.88 3.48	0.00 0.00	0.00	218.76	176314
Totals:		468.00	0	7,067.25	10,737.75	128.86	665.72 155.71	0.00 0.00	0.00	9,787.46	

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/31/2021 to 06/06/2021

**Invoice #:** 2471  
**Invoice Date:** 06/09/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
AGUSTIN AMADO LEON	32.00	Hrs	15.00	480.00
MISAEEL CERVANTES BAUTISTA	8.00	Hrs	15.00	120.00
MAURILIO DE LA CRUZ VASQUEZ	8.00	Hrs	15.00	120.00
MICHELLE FLORES ORTIZ	21.00	Hrs	15.00	315.00
ALFONSO GARCIA ORTEGA	36.50	Hrs	15.00	547.50
ALFONSO GARCIA ORTEGA	0.50	OT Hrs	22.50	11.25
ANTONINO GERVACIO GONZALEZ	8.00	Hrs	15.00	120.00
ERNESTO GERVACIO ORTEGA	45.00	Hrs	15.00	675.00
DOMINGO VAZQUEZ GONZALES	27.50	Hrs	16.00	440.00
ROGELIO HERNANDEZ SARMIENTO	8.00	Hrs	15.00	120.00
NELIDA JIMENEZ	4.00	Hrs	15.00	60.00
TOMASA LEAL GONZALES	27.50	Hrs	15.00	412.50
DOMINICA LOPEZ GARCIA	8.00	Hrs	15.00	120.00
HELIODORO LOPEZ GARCIA	8.00	Hrs	17.00	136.00
ISMAEL LOPEZ CUELLAR	8.00	Hrs	15.00	120.00
JUVENTINO LOPEZ GARCIA	8.00	Hrs	15.00	120.00
MARCELINO LOPEZ CUELLAR	8.00	Hrs	15.00	120.00
ZENAIDA LOPEZ GARCIA	8.00	Hrs	15.00	120.00
LUIS LOPEZ	4.00	Hrs	15.00	60.00
JAVIER MARTINEZ MATEO	32.00	Hrs	15.00	480.00
MODESTA MIGUEL LOPEZ	8.00	Hrs	15.00	120.00
AMALIA ORTEGA LEONARDO	32.00	Hrs	15.00	480.00
ROBERTO PADILLA MENDIOLA	45.00	Hrs	15.00	675.00
SAMUEL PENIAFORT HILARIO	8.00	Hrs	15.00	120.00
ALONSO PINZON PENIAFORT	8.00	Hrs	15.00	120.00
ABEL RAMIREZ RAMON	45.00	Hrs	15.00	675.00

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**

Page #: 2



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

05/31/2021 to 06/06/2021

**Invoice #:** 2471  
**Invoice Date:** 06/09/2021  
**Terms:** Net On Receipt

Description	Quantity	Unit	Price	Total
MARIO SALGADO	4.00	Hrs	15.00	60.00
ALVARO VASZQUEZ SANTIAGO	8.00	Hrs	15.00	120.00
Labor Subtotal	467.50	Hrs		7,067.25
	0.50	OT Hrs		
LABOR FEE	37.00%			2,614.88
Invoice Total:				<u>\$9,682.13</u>
<b>Totals:</b>				
Other				9,682.13

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

Interest Accrued Invoice

**Invoice #:** 2927  
**Invoice Date:** 11/16/2021  
**Terms:** Net On Receipt

Description	Quantity	Price	Total
12% Interest on Unpaid (\$56,803.97) Invoices	1	6,816.48	6,816.48
Invoice Total:			<u>\$6,816.48</u>
<b>Totals:</b>			
Other			6,816.48

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

2nd Interest Accrued Invoice

**Invoice #:** 2990  
**Invoice Date:** 12/16/2021  
**Terms:** Net On Receipt

Description	Quantity	Price	Total
12% Interest on Unpaid (\$63,620.45) Invoices	1	7,634.45	7,634.45
Invoice Total:			<u>\$7,634.45</u>
<b>Totals:</b> Other			7,634.45

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446



**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

3rd Interest Accrued Invoice

**Invoice #:** 3050  
**Invoice Date:** 01/16/2022  
**Terms:** Net On Receipt

Description	Quantity	Price	Total
12% Interest on Unpaid (\$71,254.90) Invoices	1	8,550.58	8,550.58
Invoice Total:			<u>\$8,550.58</u>
<b>Totals:</b>			
Other			8,550.58

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

4th Interest Accrued Invoice

**Invoice #:** 3108  
**Invoice Date:** 02/16/2022  
**Terms:** Net On Receipt

Description	Quantity	Price	Total
12% Interest on Unpaid (\$79,805.49) Invoices	1	9,576.66	9,576.66
Invoice Total:			<u>\$9,576.66</u>
<b>Totals:</b> Other			9,576.66

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**Invoice**



**Bill To:**  
RABBIT RIDGE  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93446

**License #:** FLC000172472  
**Federal ID#:** 77-0550948  
**State ID#:** 513-8203-4  
**W/C Company:** Preferred Employers Inc.  
**W/C Policy #:** FLN-169583-1

5th Interest Accrued Invoice

**Invoice #:** 3228  
**Invoice Date:** 03/16/2022  
**Terms:** Net On Receipt

Description	Quantity	Price	Total
12% Interest on Unpaid (\$89,382.15) Invoices	1	10,725.86	10,725.86
Invoice Total:			<u>\$10,725.86</u>
<b>Totals:</b>			
Other			10,725.86

Please Send all Payments to 5880 North River Road, Paso Robles, CA 93446

**EXHIBIT 21**

1 D. EDWARD HAYS, #162507  
ehays@marshackhays.com  
2 TINHO MANG, #322146  
tmang@marshackhays.com  
3 MARSHACK HAYS LLP  
870 Roosevelt  
4 Irvine, California 92620  
Telephone: (949) 333-7777  
5 Facsimile: (949) 333-7778

6 Attorneys for Chapter 7 Trustee,  
RICHARD A. MARSHACK  
7

8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re  
11 NORTHERN HOLDING, LLC,  
12 Debtor.  
13  
14  
15  
16  
17

Case No. 8:20-bk-13014-ES

Chapter 7 (converted)

[PROPOSED] ORDER TO SHOW CAUSE  
RE: CIVIL CONTEMPT FOR WILLFUL  
VIOLATION OF AUTOMATIC STAY  
AND THE COURT’S FARM OPERATOR  
ORDER

[MOTION – DOCKET NO. X]

[HEARING NOT REQUIRED –  
LBR 9020-1(D)]

18 The Court has read and considered the application (“Motion”) filed on April 1 2022, as  
19 Docket No. \_\_\_, by Richard A. Marshack, the duly-appointed and acting chapter 7 trustee (“Trustee”)  
20 of the bankruptcy estate (“Estate”) of Northern Holding, LLC (“Debtor”) for issuance of an order to  
21 show cause re: civil contempt pursuant to Local Bankruptcy Rule 9020-1, against alleged contemnor  
22 LeRoy E. Coddling IV (“Coddling”), in his individual capacity and as the manager of any other entity  
23 including Rabbit Ridge Wine Sales, Inc. (“RR”) for unlawfully receiving money constituting cash  
24 collateral and property of the Estate.

25 After review of the Motion and evidence attached thereto, and the oppositions and responses  
26 to the Motion filed on \_\_\_\_\_ by \_\_\_\_\_, as Docket No. \_\_\_, the Court  
27 finds good cause to commence contempt proceedings regarding Coddling’s alleged disobedience of  
28 specific and definite orders of the Court, including (as discussed in the Motion) the “Operate Order”

1 entered on September 7, 2021, as Docket No. 211, and the “Turnover Order” entered on August 23,  
2 2021, as Docket No. 196, violated the automatic stay of 11 U.S.C. § 362, and Coddington may not be  
3 entitled to a claim for reimbursement against the Estate pursuant to 11 U.S.C. § 502(d).

4 After reviewing the Motion, filed on April 1, 2022, as Dk. No. \_\_, the Court has found good  
5 cause to issue an Order to Show Cause as follows;

6 **IT IS ORDERED THAT** the personal attendance of LeRoy E. Coddington IV is required, in  
7 Courtroom 5A of the United States Bankruptcy Court, Central District, located at 411 W. Fourth  
8 Street, Santa Ana, CA 92701, on \_\_\_\_\_, 2022 at \_\_\_\_\_ .m. At that time, Coddington is  
9 **ORDERED** to appear and show cause why the Court should not hold Coddington in contempt and  
10 impose appropriate civil contempt sanctions. Pursuant to the Court’s remote hearing procedures, and  
11 in light of the ongoing COVID-19 pandemic, the hearing shall be conducted remotely via Zoom for  
12 Government, and appearances may be made using the following information:

13 [INSERT ZOOM INFORMATION]

14 Coddington shall appear via Zoom video and may appear alongside counsel. However, Coddington’s  
15 personal attendance at the hearing is required.

16 **IT IS FURTHER ORDERED** that Coddington may file a written response to this Order to  
17 Show Cause no later than \_\_\_\_\_, 2022, and may attach any evidence, including declarations  
18 and documents, in response to this Order to Show Cause; and the Trustee may file a reply brief no  
19 later than \_\_\_\_\_, 2022.

20 At the hearing, Coddington shall appear in person and be prepared to show cause why the Court  
21 should not issue an order:

22 (1) Finding Coddington and his related entities, such as Rabbit Ridge Wine Sales, Inc. or  
23 Humanity Wine Company, LLC, in civil contempt of the Operate Order by disobeying the Court’s  
24 directive that all proceeds shall be paid to the Trustee prior to the payment of reimbursements;

25 (2) Finding Coddington and his related entities, such as Rabbit Ridge Wine Sales, Inc. or  
26 Humanity Wine Company, LLC, in civil contempt of the Turnover Order by their continued use and  
27 unauthorized access to buildings, equipment, and inventory at 1172 San Marcos Road, Paso Robles,  
28 CA (“San Marcos Property”) when Coddington had agreed in both a turnover stipulation and the farm

1 operator agreement not to access the San Marcos Property or to operate any equipment at the San  
2 Marcos Property;

3 (3) Finding Coddington knowingly and willfully violated the automatic stay of 11 U.S.C.  
4 § 362(a)(3) by knowingly receiving and refusing to turn over funds constituting property of the  
5 Estate derived from the sale of crops on Estate properties in an amount no less than \$140,960.31  
6 totaling the amounts Coddington admitted to receiving in an e-mail dated December 8, 2021, and by  
7 unilaterally negotiating grape purchase agreements with third-party buyers without informing  
8 Trustee, which prevented Trustee from having sufficient knowledge and negotiating power to obtain  
9 the best result for the Estate; and

10 (4) Issuing coercive civil contempt sanctions under the Court's inherent authority and  
11 pursuant to 11 U.S.C. § 105(a), including:

- 12 a. Imposition of compensatory damages incurred by the Estate, to remedy the willful  
13 violation of the Operate Order, including but not limited to the following:
- 14 i. Attorneys' fees and costs;
  - 15 ii. The entire amount of proceeds unlawfully received by Coddington derived from  
16 crops grown on property of the Estate;
  - 17 iii. Any claims for unpaid farm laborers or other third-party incurred during  
18 Coddington's period of operations in the Chapter 7 period, including but not  
19 limited to the invoices of Miller Drilling Company and Wayne Cooper, or any  
20 unpaid farm laborer, or any unpaid trucking or shipping company; and/or
  - 21 iv. Any claims for breach of contract, if any, from third party grape purchasers  
22 dissatisfied with the shipment of crop received in 2021.
- 23 b. Disallowance of any claim of reimbursement by Coddington unless and until he has paid  
24 the compensatory damages and turned over all property of the Estate and proceeds of  
25 property of the Estate to Trustee pursuant to 11 U.S.C. § 502(d).

26 (5) Directing Coddington to provide, within 30 days of the entry of such order,  
27 documentation to Trustee which fully and satisfactorily explains the following:

- 28 a. All direct farming expenses incurred from the date of the Operate Order (September

- 1 7, 2021) through October 31, 2021, the last date of authorized farming operations;
- 2 b. To the extent that additional reimbursements are sought, an explanation and check
- 3 image or other proof of payment of any actual expense reasonably related to farming
- 4 operations;
- 5 c. All crops and grapes harvested on Estate property for the Fall 2021 harvest, including
- 6 a report for each grape varietal of acreage grown, acres and tonnage harvested, acres
- 7 and tonnage shipped (including recipients), and tonnage wasted;
- 8 d. All crops and grapes processed on property of the Estate, including any crops and
- 9 grapes harvested from the Properties or any other grapes crushed or pressed using
- 10 equipment located at the San Marcos Property after June 15, 2021;
- 11 e. All proceeds of grapes or wine/inventory sales received by Coddington or his related
- 12 entities since June 15, 2021, including bank statements and check images, or credit
- 13 card processing records;
- 14 f. All subsequent expenditures, transfers, distributions, or disbursements of the proceeds
- 15 of grapes received by Coddington or his related entities, including but not limited to the
- 16 \$140,960.31 in funds that he admitted to receiving directly; and
- 17 g. All grape purchase contracts for the purchase of grapes and crop from the Properties
- 18 from the Petition Date through March 2022, whether or not Trustee was a party to
- 19 such agreement, and whether or not such agreement was ultimately executed and
- 20 performed by any party.
- 21 h. Copies (front and back) of all cancelled checks or check images, where they exist, for
- 22 all payments made by check – for payments not made by check, copies of proof of
- 23 payment (cashier's check, cash, credit, etc.) for any other expenses.
- 24 i. All utility bills including gas, electric, power, and water which were actually paid by
- 25 Coddington or any related entity for the months of June 2021 through March 2022.

26 ///

27 ///

28



1 (6) Providing injunctive and declaratory relief regarding any of the foregoing, including a  
2 declaratory order finding that no other court, commission, panel, committee, or federal or state  
3 authority, has jurisdiction regarding property of the Estate and the administration of property of the  
4 Estate absent an express order from this Court pursuant to *Barton v. Barbour*.

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **NOTICE AND APPLICATION FOR ISSUANCE OF AN ORDER TO SHOW CAUSE RE: CIVIL CONTEMPT FOR WILLFUL VIOLATION OF AUTOMATIC STAY AND THE COURT'S FARM OPERATOR ORDER; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF RICHARD A. MARSHACK AND LORI ENSLEY; REQUEST FOR JUDICIAL NOTICE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **March 31, 2022**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **April 1, 2022**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **April 1, 2022**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY:**

**PRESIDING JUDGE'S COPY**

HONORABLE ERITHE A. SMITH  
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA  
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE  
411 WEST FOURTH STREET, SUITE 5040 / COURTROOM 5A  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 1, 2022

*Date*

Layla Buchanan

*Printed Name*

/s/ Layla Buchanan

*Signature*

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:**

- **INTERESTED PARTY COURTESY NEF:** William H Brownstein Brownsteinlaw.bill@gmail.com
- **INTERESTED PARTY COURTESY NEF:** Steve Burnell sburnell@sulmeyerlaw.com, sburnell@ecf.courtdrive.com; sburnell@ecf.inforuptcy.com; mviramontes@sulmeyerlaw.com
- **ATTORNEY FOR INTERESTED PARTY LEE CODDING:** Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **ATTORNEY FOR U.S. TRUSTEE (SA):** Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR INTERESTED PARTY LEE CODDING:** Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **ATTORNEY FOR RESPONDENTS ERICH RUSSELL AND JOANNE RUSSELL:** Kari L Ley Ley1238@att.net
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Tinho Mang tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titlexi.com
- **ATTORNEY FOR INTERESTED PARTY BANK DIRECT CAPITAL FINANCE:** Elissa Miller emiller@sulmeyerlaw.com, emillersk@ecf.inforuptcy.com; ccaldwell@sulmeyerlaw.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Roksana D. Moradi-Brovia roksana@rhmfir.com, matt@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **ATTORNEY FOR CREDITOR ADLER BELMONT GROUP, INC.:** Paul F Ready tamara@farmerandready.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Matthew D. Resnik matt@rhmfir.com, roksana@rhmfir.com; janita@rhmfir.com; susie@rhmfir.com; max@rhmfir.com; priscilla@rhmfir.com; pardis@rhmfir.com; russ@rhmfir.com; rebecca@rhmfir.com; david@rhmfir.com; sloan@rhmfir.com
- **ATTORNEY FOR INTERESTED PARTY RIBOLI PASO ROBLES, LLC:** Victor A Sahn vsahn@sulmeyerlaw.com, pdillamar@sulmeyerlaw.com; pdillamar@ecf.inforuptcy.com; vsahn@ecf.inforuptcy.com; cblair@sulmeyerlaw.com; cblair@ecf.inforuptcy.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Kristine A Thagard kthagard@marshackhays.com, kthagard@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **UNITED STATES TRUSTEE (SA):** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
- **INTERESTED PARTY COURTESY NEF:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

**2. SERVED BY UNITED STATES MAIL: CONTINUED:**

**DEBTOR**

NORTHERN HOLDING, LLC  
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,  
OR TO ANY OTHER AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO RECEIVE SERVICE  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

**INTERESTED PARTY**

LEE CODDING  
13217 JAMBOREE ROAD, #429  
TUSTIN, CA 92782

**ATTORNEYS FOR FARM CREDIT WEST, FLCA**

MICHAEL J. GOMEZ, REED S. WADDELL, GERRICK  
WARRINGTON  
FRANDZEL ROBINS BLOOM & CSATO, LC  
1000 WILSHIRE BLVD, FL 19  
LOS ANGELES, CA 90017

**CREDITOR (CA SOS WEBSITE)**

RABBIT RIDGE WINE SALES, INC.  
ATTN: LEROY CODDING, AGENT FOR SERVICE OF  
PROCESS  
179 NIBLICK ROAD, SUITE 406  
PASO ROBLES, CA 93446-9693

**INTERESTED PARTY (CA SOS WEBSITE)**

FLUID WINE FUND LLC  
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,  
OR TO ANY OTHER AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO RECEIVE SERVICE  
1244 PINE STREET, 101B  
PASO ROBLES, CA 93446

**INTERESTED PARTY (CA SOS WEBSITE)**

HUMANITY WINE COMPANY LLC  
ATTN: STEVEN JONES, AGENT FOR SERVICE OF  
PROCESS  
2814 COTTAGE LANE  
PASO ROBLES, CA 93446

**INTERESTED PARTY (CA SOS WEBSITE)**

HUMANITY WINE COMPANY LLC  
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,  
OR TO ANY OTHER AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO RECEIVE SERVICE  
179 NIBLICK ROAD, SUITE 326  
PASO ROBLES, CA 93446-9693

**CREDITOR (MAIL MATRIX & CA SOS WEBSITE)**

RABBIT RIDGE WINE SALES, INC.  
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,  
OR TO ANY OTHER AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO RECEIVE SERVICE  
179 NIBLICK ROAD, #406  
PASO ROBLES, CA 93446-9693

**INTERESTED PARTY (CA SOS WEBSITE)**

FLUID WINE FUND LLC  
ATTN: STEVEN JONES, AGENT FOR SERVICE OF  
PROCESS  
2814 COTTAGE LANE  
PASO ROBLES, CA 93446

**INTERESTED PARTY (CA SOS WEBSITE)**

FLUID WINE FUND LLC  
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,  
OR TO ANY OTHER AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO RECEIVE SERVICE  
179 NIBLICK ROAD, SUITE 406  
PASO ROBLES, CA 93446-9693

**INTERESTED PARTY (CA SOS WEBSITE)**

HUMANITY WINE COMPANY LLC  
ATTN: OFFICER, A MANAGING OR GENERAL AGENT,  
OR TO ANY OTHER AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO RECEIVE SERVICE  
2814 COTTAGE LANE  
PASO ROBLES, CA 93446